



CITY OF DOVER

## CITY COUNCIL - AGENDA

Meeting Type: Regular Meeting  
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820  
Meeting Date: **Wednesday, October 22, 2008**  
Meeting Time: **7:00pm**

**1. MOMENT OF SILENCE**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. PROCLAMATIONS – AWARDS**

**5. APPROVAL OF AGENDA**

**6. CITIZEN'S FORUM**

*Citizens are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.*

**7. PUBLIC HEARINGS**

**8. CITY MANAGER'S REPORT**

**9. MINUTES**

**A. MINUTES FROM OCTOBER 1, 2008**

**B. MINUTES FROM OCTOBER 8, 2008**

**10. MAYOR'S REPORT**

**11. UNFINISHED BUSINESS**

**12. NEW BUSINESS**

**A. CONSENT CALENDAR**

**1. ASSEMBLY – SEACOAST LIBERTY**

**2. RESOLUTION - ARNOLD "BUD" FALCIONE SCHOLARSHIP FUND**  
SPONSORED BY MAYOR MYERS BY REQUEST

**3. RESOLUTION - CHANGE ORDER RECONDITIONING GRIFFIN WELL B08053**  
SPONSORED BY MAYOR MYERS BY REQUEST

**4. RESOLUTION - AWARD OF BID#B09024 FOR SNOW PLOWING/HAULING SERVICES FOR CITY STREETS AND PARKING LOTS**  
SPONSORED BY MAYOR MYERS BY REQUEST

**5. RESOLUTION – ACCEPTANCE OF VARNEY BROOK LANDS LLC CONSERVATION EASEMENT**  
SPONSORED BY MAYOR MYERS BY REQUEST



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- 6. RESOLUTION: B09020 CONSTRUCTION OF NHDOT BRIDGE 136-123 WASHINGTON STREET OVER COCHECHO RIVER**  
SPONSORED BY MAYOR MYERS BY REQUEST
- 7. RESOLUTION: AMENDMENTS TO McCONNELL CENTER LEASES**  
SPONSORED BY MAYOR MYERS BY REQUEST

### **COMMITTEE REPORTS**

1. Appointments Committee – Mayor Myers
2. Arena Commission – Deputy Mayor Trefethen
3. Arts Commission – Councilor McCusker
4. McConnell Center Committee – Councilor DeDe
5. Planning Board – Deputy Mayor Trefethen
6. Cable Access Committee – Councilor DeDe
7. School Board Liaison – Councilor Callaghan
8. Solid Waste Advisory Commission – Councilor DeDe
9. Transportation Advisory Commission – Councilor Weston
10. Joint Building Committee – Councilor Cheney
11. Recreation Advisory Board – Councilor Carrier
12. Coast Bus
13. Joint Fiscal Committee – Councilor Trefethen

### **B. RESOLUTIONS**

- 1. RESOLUTION: COMCAST FRANCHISE FEE**  
SPONSORED BY MAYOR MYERS
- 2. RESOLUTION: COLLECTIVE BARGAINING AGREEMENT DPFOA**  
SPONSORED BY MAYOR MYERS BY REQUEST
- 3. RESOLUTION: COLLECTIVE BARGAINING AGREEMENT IAFF**  
SPONSORED BY MAYOR MYERS BY REQUEST
- 4. RESOLUTION: PUBLIC ARTS ACQUISITION PROCESS**  
SPONSORED BY MAYOR MYERS BY REQUEST

### **C. ORDINANCES**

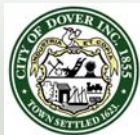
- 1. ORDINANCE: CHAPTER 166, VEHICLES AND TRAFFIC**  
**(TO BE REFERRED TO PUBLIC HEARING ON NOVEMBER 12, 2008)**  
SPONSORED BY COUNCILOR WESTON
- 2. ORDINANCE: CHAPTER 137, POLITICAL EXPENDITURES AND CONTRIBUTIONS**  
**(TO BE REFERRED TO PUBLIC HEARING ON NOVEMBER 12, 2008)**  
SPONSORED BY MAYOR MYERS BY REQUEST

### **13. COUNCIL MATTERS OF INTEREST**

### **14. ADJOURN**

# CITY MANAGER'S REPORT

October 22, 2008



Submitted by:

**J. Michael Joyal, Jr.**  
**City Manager**

288 Central Avenue  
Dover NH 03820  
603.516.6023

## **GENERAL SUMMARY OF MATTERS OFFICE OF THE CITY ATTORNEY**

The use of outside counsel to handle specialty matters continues and consists of counsel involved in environmental matters(Attorney Peltonen), labor negotiations(Attorney Broth and assistant ), cable and telecommunications(Attorney Ciandella), and zoning and assessing matters(Attorney Mitchell/Attorney Whitelaw). There are a small number of other attorneys hired on a variety of smaller matters.

### **SELECTED MATTERS FOR THE MONTH: September, 2008**

- Assistance to the Police Department regarding State v. Jennings; Truck Ordinance
- Assistance to the Planning Department regarding sign enforcement; conservation easement; water claim; truck ordinance; other enforcement matters; impact fees
- Assistance to the City Council regarding resolutions; Arts Commission; Ch 97 revisions; other ordinance revisions; Acceptable Use Policy
- Assistance to the Arts Commission
- Review of contracts and policies for various departments and City projects;
- Review of insurance claim matters
- Assistance to Community Services regarding enforcement matter; trees; drainage matter; DUC appeal
- Processing of four (4)RSA 91-A requests
- Outside legal counsel expense for FY'09 is \$14,685.19 (as of 9/19/08)



CITY OF DOVER

## CITY COUNCIL - MINUTES

Meeting Type: Workshop  
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820  
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Meeting Time: 7:00 pm

**Present:** Mayor Myers, Deputy Mayor Trefethen, Councilors Callaghan, Carrier, Cheney, Dede, McCusker, Scott, Weston.

**Also Present:** City Manager Joyal, City Attorney Krans, and City Clerk Lavertu.

Councilor Callaghan led the Pledge of Allegiance.

Mayor Myers asked for the items for discussion to be reversed. He said there was staff present to update the Council on the Impact Fees.

City Manager Joyal asked to make one announcement. He wanted to make everyone aware that the first of the Ward Neighborhood Meetings will be held at the McConnell Center on Thursday, October 9, 2008 at 7:00 pm. He said Wards 1 and 2, with Councilors Carrier and DeDe, along with Councilors-at-Large McCusker and Weston, will be in attendance. He said the intention of this forum is to provide an opportunity for the citizens to ask questions.

### 2. IMPACT FEE UPDATE

City Manager Joyal said this item for discussion was a follow-up from the Council's objectives. He introduced Steve Bird, City Planner, who has been working with the Planning Board as a consultant. He will be giving the Council a brief overview of the impact fees in Dover.

Mr. Bird referred the Council to the packet they received. He gave a history to the Council of Impact Fees in Dover. He said the consultant gave his results to the Planning Board on September 23, 2008, and the Planning Board has scheduled a Public Hearing on October 14, 2008. He said after the Public Hearing, the Planning Board will have the option of adopting the Impact Fees and putting them in place, and the City can start charging at that point.

Deputy Mayor Trefethen asked for an explanation of how fees and waivers are applied.

Mr. Bird said the Zoning Ordinance does have a waiver provision. He said projects already approved for development will be grandfathered and not subject to the impact fees.

Councilor Scott asked for numbers of what it was before and what it will be now.

Mr. Bird said the City only has impact fees in place for the School, and that only applies for residential.

Councilor Scott asked how much that was.

Mr. Bird said the present single-family residential impact fee was \$3,195.

Councilor Scott asked if that was changing.

Mr. Bird said it was changing. He said the consultant came up with two methodologies and the Planning Board will have to make a decision on which to adopt. He said the single-family home would increase to \$3,654 in the lower range and \$4,195 in the upper range.

Councilor Scott asked what would determine the difference.

Mr. Bird said it had to do with the different methodologies that the Planning Board will have to make a decision on, choosing which one to adopt.

Councilor Scott asked if the Planning Board has decided yet.

Mr. Bird said they are still contemplating the differences and which one will be better in the long run.

Councilor Scott asked for the amount for condominiums.

Mr. Bird referred the Council to Page 1 of the Public School Impact Fee Update, Revised: September 29, 2008, which showed the differences for several types of structures.



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Councilor Cheney asked if these fees only applied to capital facilities and new development. Mr. Bird said the fees are assessed by the Planning Board for new development. He said the fee is collected before they receive the certificate of occupancy. He said the fees are collected and segregated in a special account, set aside for capital savings. He said it was not put into the General Fund. He said the money collected for the School Impact Fee was \$630,000. He said \$144,000 of that was spent on the Horne Street School project, and \$392,000 has been encumbered to be spent on School projects. He said there was no shortage of areas for the school to spend these impact fees.

Councilor Scott asked if these were the same statewide. He said the numbers didn't make sense.

Mr. Bird said they were accurate for Dover.

Councilor Scott said he didn't understand why it was \$4,000 for a 3-unit structure and \$1,200 for a 4-unit structure.

Mr. Bird said there are fewer school children generated for those types of units.

Councilor Cheney referred to the Police Impact Fee, and said she would like these compared with other communities. She said they seemed rather low on the commercial end.

Mr. Bird said the fees were based on a per square footage basis and would add up quickly. He said they were also based on the type of business and the types of calls received for Police and Fire.

Deputy Mayor Trefethen reminded the Council that these fees were for capital improvements, and in this case maybe to build a new police station.

Mr. Bird said that the Council had to also consider that the Police impact fees are low because the police facilities are deficient, whereas fire impact fees are higher because fire facilities are current and adequate. He said the city can't use impact fees to bring it up to standard.

Councilor Cheney asked if there were caps.

Mr. Bird said there were no maximums.

Councilor Scott asked how much the City appropriated for this study.

Mr. Bird said \$15,000.

Deputy Mayor Trefethen said he wanted to caution the Council on the incentive to make the impact fees as high as possible. He said it looks good on the surface because we're thinking of developments with 10 to 15 subdivisions. He said it is also going to affect everybody who is already here who has an extra lot that they have been paying taxes on, and they have to pay the impact fees.

Councilor Callaghan asked what the most significant change will be.

Mr. Bird said the City will be charging commercial and industrial developments for public safety. He said it will be hard to predict revenue because of the slowdown in development, but felt it was something that wasn't charged before, and will be a plus.

Mayor Myers thanked Mr. Bird.

### 1. CITY MANAGER GOALS

Mayor Myers said after the earlier workshop, he created the document which contained a list of proposed goals for the City Manager. He asked that the Council go over them one by one and determine where the Council has consensus.



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Mayor Myers read Goal #1. He asked if there was consensus to leave as a goal. There was consensus to leave as a goal.

Mayor Myers read Goal #2.

Councilor Cheney asked about actions taken.

Mayor Myers said the wording was "including updated information as to actions taken..."

There was consensus to leave as a goal.

Mayor Myers read Goal #3. He asked if there was consensus to leave as a goal.

There was consensus to leave as a goal.

Mayor Myers read Goal #4. He asked if there was consensus to leave as a goal.

There was consensus to leave as a goal.

Mayor Myers read Goal #5.

Councilor Weston said she took this off the internet, and didn't have any problem with suggestions for cleaning it up.

Councilor Scott referred to the changes in red that Councilor DeDe made. He said he liked them. He said he would remove postage and include healthcare.

Councilor DeDe said the healthcare is governed by union contracts and the City Manager didn't have control.

Mayor Myers read the proposed wording change for #5 submitted by Councilor DeDe.

Councilor Callaghan said the City should be able to go somewhere else for healthcare. He asked if the Council is prohibited.

Councilor DeDe said the Union has the right to say no. He said alternate carriers have been rejected.

City Manager Joyal said there would have to be a mutual agreement for change. He said it would be very unlikely the City would win if we forced a change that was not comparable to what is already in place. He said other choices could be added, but it wasn't an option to take one away.

Deputy Mayor Trefethen said he preferred the original wording. He said he could also argue that it wasn't needed at all because elements of it are contained in several other goals.

Councilor DeDe said he wouldn't object to that at all. He said the reason for the delineations was because some Councilors have introduced and brought their personal interpretations into the evaluations process.

Mayor Myers asked if there was consensus to leave as a goal, or does the Council wish to keep it on hold and we'll get back to it.

There was consensus to put on hold.

Mayor Myers read Goal #6.

Councilor Cheney read her proposed changes. She wanted to see a list for what is being cut and what is being added, with the amounts.

Councilor DeDe said her wording was meandering and vague. He said his proposed wording reflected what occurred last year and was specific. He said the Council had to be specific with



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the City Manager about what they want maintained in the budget. If the Council is not specific, then it wouldn't be fair to criticize the City Manager during the evaluation process.

Councilor Callaghan said the line, "provide a budget that meets the financial limitations of the Tax Cap," should include "or as otherwise directed by Council." He said he felt the parenthetical addition by Councilor DeDe was inappropriate.

Councilor Cheney asked to add her addition along with items with any significant changes.

Deputy Mayor Trefethen said he liked Councilor Callaghan's suggestion to the first sentence. He suggested adding, "Include a list of new expenditures, items with unusually large increases or decreases, and items removed that were in the previous budget."

City Manager Joyal read the Charter. He said the Council ultimately decides what the budget is going to be. He said the Charter said he must submit to the Council his recommended budget, based on his professional experience and understanding of the needs of the City. He said that doesn't mean he won't ask the Council for guidance, but he has to create a budget based on his recommendations to the Council. He said he believed that that was in the Charter, because there was a need for the Council and the Public to understand or be presented with a budget that the professional administration believes is necessary to support the services and infrastructure of the City. He said what happens from there is completely the will of the Council, with the exception of a few statutory issues. He said he was concerned with the proposed wording of this goal, that the budget must be preapproved by the Council, because it appears to be in conflict with the Charter, Section C6-3.

Councilor Cheney said it must include items in the budget that were not appropriated. She used the Economic Development Direction as an example.

Mayor Myers said it was funded and some of the funds were spent for economic development purposes, even though a person wasn't hired. He said after hearing what the City Manager said, the whole first sentence should go. He said the City Manager is going to submit a budget in accordance with the Charter.

Councilor DeDe referred to Goal #7, a 20-30 page summary of the budget, and said that will list the changes.

Mayor Myers asked the Council if there was a consensus to get rid of the first line, and start with "Along with the budget..." and add the final line that Deputy Mayor Trefethen put forward.

Councilor DeDe said he was fine with that. He said the City Manager came to the Council last year and asked what they would like to keep in the budget, and he was left to work on the budget without direction. He said the City Manager then endured criticism for the budget that was submitted. He felt that had to be addressed in the evaluation process for this year, and if the Council doesn't keep "A." in there as a preamble, the same type of criticism will be given.

Mayor Myers said he disagreed with Councilor DeDe, because it is ultimately the City Manager's budget that is submitted, with a whole ton of options for the Council. To do anything different would be a violation of the Charter.

Mayor Myers asked if there was a consensus on the changes.

There was consensus to have as a goal.

Mayor Myers read Goal #7.

Councilor Cheney asked if her changes were acceptable to the Council.

Mayor Myers asked the City Manager if these changes were in the Monthly Financial.



CITY OF DOVER

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City Manager Joyal said they were. He also recommended the wording change to add "General Fund, Enterprise Fund, and McConnell Center Funds."

Mayor Myers asked if there was a consensus on the changes.

There was consensus to have as a goal.

Mayor Myers read Goal #8. He asked if there was consensus to leave as a goal. There was consensus to leave as a goal.

Mayor Myers read Goal #9.

Deputy Mayor Trefethen said the City Council had public hearings on the budget. He said it was more important for the Council to make it clear what is being added or deleted, then to have a public hearing, so the citizens call tell the Council what they think.

Mayor Myers said it could be deleted.

City Manager Joyal said it was the City Council that should be getting feedback. He said for him to solicit the public for their opinion on his proposed budget creates a disconnection with the Councilor's and their constituents.

Mayor Myers asked if there was consensus to leave as a goal.

City Manager Joyal said this could create a conflict between the policy direction of the Council and his recommendations.

There was consensus to leave as a goal.

Mayor Myers read Goal #10.

Deputy Mayor Trefethen said #9 would be included in #10.

There was consensus to leave as a goal.

Mayor Myers read Goal #11.

Councilor McCusker said it didn't need to be there.

Councilor Scott said he agreed.

Councilor DeDe said it was something the City Manager suggested as a goal.

Councilor Callaghan said it was important and needs to be done. He said it couldn't be measured and shouldn't be a goal for the City Manager. He said it could become a Department Head goal.

Councilor Cheney said she felt the Ordinances and Codes are more the City Attorney's job.

Mayor Myers said this goal would probably be delegated to the City Attorney, but it needs to be updated and has value.

Councilor Carrier said it had merit to keep. It keeps the Department Heads on their toes to update any changes.

Mayor Myers asked if there was consensus to leave as a goal. There was consensus to leave as a goal.

Mayor Myers read Goal #12.

Councilor Cheney said it was not something that the City Manager should be evaluated on.

Councilor Scott agreed that it should be taken out.

Mayor Myers said he still wanted to be informed even if it was not a goal.



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Councilor Callaghan said the goal should be to complete the audit and to compare the two audits.

City Manager Joyal said the City engaged a consultant to assist in securing a company that will contract with the City to install various energy conservation measures that would have a payback over time that would pay for themselves and save money. He said the City has a letter of intent with Johnson Controls to do an investment grade audit, so that they can guarantee payback on their recommended changes.

Councilor Cheney said she wasn't in favor of the investment grade audit.

Mayor Myers said it was going to occur anyway. He said #12 was removed from the list of goals.

Mayor Myers read Goal #13.

Councilor Cheney read her proposed changes to #13.

Councilor DeDe said the School Board voted unanimously to put the Comcast Center on the 3<sup>rd</sup> Floor in the McConnell Center. He suggested her wording wasn't correct.

Councilor Cheney said that wasn't what was voted on by the Council.

Mayor Myers said the Cable Access Committee will be presenting before the Council in an upcoming workshop. He asked if there was consensus to leave as a goal with the original wording. There was consensus to leave as a goal.

Mayor Myers read Goal #14. He asked if there was consensus to leave as a goal with the original wording. There was consensus to leave as a goal.

Mayor Myers read Goal #15.

Deputy Mayor Trefethen recommended that everything after "software" be deleted.

Mayor Myers asked for a consensus on the goal with changes.

There was consensus to have as a goal.

Mayor Myers read Goal #16. He asked if there was consensus to leave as a goal. There was consensus to leave as a goal.

Mayor Myers read Goal #17.

Councilor Callaghan suggested that it be combined with #2.

Councilor DeDe said it was overkill. He said the City Manager's Report provides the important, timely information that is needed. He suggested adding, "include status updates, on budget, and completion dates on major projects in City Manager's Report."

Mayor Myers said the City Manager's Report has a lot of information about ongoing projects.

Councilor Cheney said it was important. She felt it should minimally be put on the web.

Councilor Scott said it was appropriate.

Councilor Weston said she agreed with Councilor Scott. She wants to know the status of the projects on a monthly basis.

Councilor McCusker said this was too much detailed information to be doing on a monthly basis. He said when he specifically wants to know something he calls the City Manager. He didn't think it was fair for the City Manager to be evaluated in this detail.



CITY OF DOVER

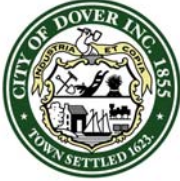
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Councilor Callaghan said he was open to redefine the second asterisk. He said once the City Council identifies a project, they want information on it and they should get this information. Councilor Weston said she agreed with Councilor DeDe. She said she doesn't need it every month, but the Council needs to know if the City is on schedule and on budget. Deputy Mayor Trefethen agreed that the Council needs to know the status, but as it stands now it is too much. He said it was creating work that was unnecessary. Councilor Cheney said she wanted the original costs and actual costs to date. Mayor Myers made a suggestion that this goal be put on hold. Councilor Carrier said he felt the Council should leave it up to the City Manager as to how detailed he needs to be. Councilor Weston said the Council needs to have this information for the City Manager's evaluation. City Manager Joyal said he would generate any information that the Council wants. He said he is trying to eliminate inefficiencies. He said he doesn't have staff sitting around to generate spreadsheets just for the sake of generating spreadsheets. He said there are many variables and different priorities that come up day-to-day on every project. He brings problems to the Council as they come up. He felt he should be evaluated on if he properly kept the Council updated on projects. Mayor Myers said that fell under Goal #1. Councilor Cheney said Goal #17 wasn't about whether the project was completed, but if the information was provided to the Council. Mayor Myers said no compromise on language was occurring. There was consensus to put this goal on hold.

Mayor Myers read Goal #18.  
Councilor DeDe said he didn't want this goal.  
Councilor Callaghan said it was self-explanatory. He said it was an objective from last year that didn't happen, and he felt it should happen.  
Deputy Mayor Trefethen said that wasn't true.  
Councilor Callaghan said the Council doesn't have Outlook anywhere.  
Deputy Mayor Trefethen said they do. He said he didn't want it as a goal.  
Councilor Scott said it was important.  
Councilor McCusker asked Councilor Callaghan why it was important.  
Councilor Callaghan said with Outlook you can set up rules, store, put them into your calendar, word search faster, upload faster, and search offline.  
Councilor Cheney said last year's email was better. She said she supported the change because she didn't think she would be affected. She was, and it was awful. She said the Council needs to have access to the server.  
Mayor Myers asked if the Council wanted to keep this as a goal.  
There was consensus to remove Goal #18.

Mayor Myers read Goal #19.  
Deputy Mayor Trefethen agreed that it should be done, except for the last part of it, because it was more complicated than it sounds. He said there are a lot of large companies out there for which you have to have Microsoft Outlook to view their website.



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Councilor Cheney said she can look at the website through FireFox.

Councilor Callaghan said the City is a public entity and should not have to be on Microsoft Outlook.

City Manager Joyal said it could do it, but there will be an expense to do that.

Councilor Callaghan said the City could get Microsoft Publisher for \$400.00 and create a much better website.

Councilor DeDe said he agreed with Deputy Mayor Trefethen. He asked the Mayor to poll the Council.

Mayor Myers asked if there was a consensus on the changes to Goal #19.

There was not a consensus.

Mayor Myers asked if there was a consensus to remove Goal #19.

There was a consensus to remove Goal #19.

Mayor Myers read #20.

Councilor Callaghan said it should be combined with #6.

Councilor DeDe made a motion to suspend the rules to continue past 10:30; seconded by Councilor Weston.

Roll Call Vote: 5/4; Passed. Deputy Mayor Trefethen, Councilor Callaghan, McCusker, and Weston were opposed.

Continued discussion of #20:

Councilor DeDe said this shows an ignorance of how the system works. He said it should be removed.

Councilor Cheney asked if it was possible to do the CIP in the Spring.

Mayor Myers said it was possible, but the City would lose a whole construction cycle. He said it doesn't have his support.

Deputy Mayor Trefethen said the Councilor wanted to change the standard operating procedure for the Council. It should not be a City Manager goal.

Mayor Myers asked if there was a consensus to remove Goal #20.

There was a consensus to remove Goal #20.

Mayor Myers said there seemed to be a consensus to have a 1-5 scoring system.

There was a consensus to have a 1-5 scoring system.

Mayor Myers referred to the written summary and the number of words.

Councilor Callaghan said it should just be "Written summary," and didn't feel there should be a limit. He felt the summary should be based on a job description.

Mayor Myers said a job description would have to be passed by a Resolution, not as a City Manager objective.

Councilor Cheney wanted to score each topic and write a brief statement.

Councilor Weston wanted to score each topic and write a slight comment, and then a brief summary at the end.

Mayor Myers said they could do that.



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Deputy Mayor Trefethen said there should be a maximum number of words in the written summary, and be optional.

Councilor DeDe said the written summary should be up to 300 words.

Councilor Carrier said he felt the optional summary would be fine, but doesn't feel it has to be rated.

Councilor Scott agreed with the 1-5 and summary.

Councilor Callaghan agreed with the "Up to 300 words..."

Mayor Myers referred the Council back to Goal #5.

Deputy Mayor Trefethen said "Cost-effective" was subjective. He said Goal #5 should be eliminated.

Mayor Myers asked for support to eliminate Goal #5.

There was unanimous support to eliminate Goal #5.

Mayor Myers referred the Council back to Goal #17.

Councilor Cheney asked to have her wording in blue under Goal #1.

There was support for adding it to Goal #1.

Mayor Myers reminded the Council they will be meeting in Executive Session on October 8, 2008 regarding labor negotiations.

Councilor DeDe made a motion to adjourn; seconded by Deputy Mayor Trefethen.

Councilor DeDe made a motion to un-adjourn; seconded by Deputy Mayor Trefethen.

Mayor Myers asked if the Council was willing to allow Jeff Brissette to address the Council for approximately 15 minutes to discuss his information on a construction project.

Vote: 3/6; Failed. Councilors Callaghan, Cheney and Scott voted in favor.

Councilor Weston made a motion to adjourn; seconded by Councilor DeDe.

Vote: 9/0.



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### 1. MOMENT OF SILENCE

### 2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Carrier.

### 3. ROLL CALL

**Present:** Mayor Myers, Deputy Mayor Trefethen, Councilors Callaghan, Carrier, Cheney, Dede, McCusker, Scott, Weston.

**Also Present:** City Manager Joyal and City Clerk Lavertu.

### 4. PROCLAMATIONS – AWARDS

### 5. APPROVAL OF AGENDA

Councilor Scott made a motion for Item 12.B.1. to be moved to after the Mayor's Report; seconded by Councilor Callaghan.

Councilor Weston made a motion to accept the Agenda with the one change; seconded by Councilor Callaghan.

Vote: 8/0. Councilor DeDe was absent from the Chambers.

### 6. CITIZEN'S FORUM

*Citizens are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.*

**Jeffery Brissette, 11 Fieldstone Drive:** He said he met with City Manager Joyal and a few other people regarding the Indian Brook project. He spoke of inconsistencies between the actual timeline and the contractor's timeline. He stated the following actual dates:

- April 24, 2007: the contract was signed and notice to proceed was given.
- May 1, 2007: the contractor stated that they were informed by Dave White that the wetlands permit at the Exit 9 ramp had not been obtained yet.
- May 3, 2007: SUR, claiming to see a delay, notified city employees that additional costs would be incurred, seven days after the project started. He said he felt it was too early in the project to foresee any delays.
- June 13, 2007: the wetlands permit at the Exit 9 ramp was approved.
- July 3, 2007: the Army Corps permit was approved, 14 days after NH DES Wetlands approval.

He referred to the Foster's Daily Democrat article from Saturday, October 4, 2008, where SUR states that the Army Corps permit was not approved until July 24, 2007. He said it was 35 days to get the wetlands permit approval, or 49 days to get all approvals, not 3 months as the contractor has stated. He said the main part of the project was on Indian Brook Drive and Sixth Street, which was not affected by the wetlands permit. He said based on a schedule that he used at bid time for this project and inserting the approval date of the Army Corps permit, the entire



CITY OF DOVER

## CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting  
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820  
Meeting Date: **Wednesday, October 8, 2008**  
Meeting Time: **7:00pm**

project could have been completed by September 4, 2007. He said the final project completion date was October 23, 2007. He said the contractor's sole purpose in their delay was to take much needed resources to other projects. He said SUR had 16 other projects at the same time, with three pipe crews. He said it was not possible to do all that work with three pipe crews. He said SUR had a liquidated damages clause and a payment performance clause in the contract. He said SUR could not pull resources away from this project without some trumped-up reason. He said the bid amount for this project was \$2,344,000, and the bulk of the bid amount, \$1,870,000 was for subcontractor work. He said it wasn't a large project for a contractor of its size. He said the subcontractors did not hold up the project. He said the contractor did not hold up its end to complete the work on time. He said there was no provision in the contract for fuel and asphalt adjustments. He said the change order is not justified and should not be paid. He said he also felt that since the project wasn't completed on time, and there was not a good faith effort to complete the project on time, he felt the liquidated damages clause should be exercised.

**Sharon Reynolds, 34B Court Street:** She wanted to announce the Fall Book Sale at the Dover Public Library on Saturday, October 25, 2008 through Sunday, November 9, 2008. She said the first day of the sale requires a Dover Library card to purchase, but after that anyone can come to the book sale. She said they are looking for volunteers, and asked for anyone who was interested to contact the Main Circulation Desk at the Library.

**Edward Bleiler, 28 Isaac Lucas Circle:** He said he was present to speak about what he felt was an illegal non-public meeting held on September 24, 2008 at 10:30 pm, to discuss personnel matters. He said the only personnel the Council has is the City Manager, and it was his understanding that the City Manager wasn't discussed, but that Councilor Callaghan's email was discussed. He said that was why it was an illegal meeting. He said questioning an elected official is neither a personnel matter nor a subject for a non-public meeting. He said [RSA 91-A:3(II)] says: "Only the following matters shall be considered or acted upon in nonpublic session: (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him..." He asked under what conditions the meeting was being held, and who called the private meeting. He indicated that if it was just to berate Councilor Callaghan, then it was truly an illegal meeting. He said he read the Minutes for the meeting, and noticed there was no signature of the recorder of the meeting. He asked who took the minutes, when they were written, and who wrote them. He said the Council has abused their power and authority in this matter. He said the law requires a public meeting to discuss the behavior of one or more Councilors. He said the Council believes they can do their work outside the law. He said if the meeting was regarding Mr. Joyal's performance, then the public must know all the particulars. He asked what happened in the one month since the City Manager's performance evaluation that there needed to be a meeting. He said Mayor Myers and City Manager Joyal owe the citizens of Dover an explanation. He said if the City Manager had a problem with a Councilor, he should call them in and talk to them man-to-man, or man-to-woman.

Mayor Myers, seeing no one else wishing to speak, closed the Citizen's Forum.

### 7. PUBLIC HEARINGS

#### A. ORDINANCE: CHAPTER 166-53 SCHEDULE F VEHICLES AND TRAFFIC



CITY OF DOVER

## CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting  
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820  
Meeting Date: **Wednesday, October 8, 2008**  
Meeting Time: **7:00pm**

### SPONSORED BY COUNCILOR WESTON

**Glenn Grasso, 1 Pebble Hill Drive, Chairman of Transportation Advisory Commission:**

He said it was his understanding that this Ordinance will be pulled because of significant changes. He said it was disappointing, but it was important to get it right. He wanted to make a few comments. He said the city staff who have worked hard on this were Bruce Woodruff and Marn Speidel. He said there were a lot of changes to this Ordinance, and he would like to assure the Council that this will ultimately be an improvement for everyone in the City. He said it will reduce truck traffic throughout the City. He said the Transportation Advisory Commission had a long meeting on Monday, October 6, 2008. He said there were a number of trucking representatives there, and despite a few sticking points they did manage to come to a consensus and they wrote a letter to Mr. Woodruff. He read the letter. He thanked everyone involved and said this will ultimately make Dover a better place to live.

**John Guy, 5 Lexington Street:** He asked Councilor DeDe if this was the same thing that they had a meeting on about three weeks ago.  
Councilor DeDe said essentially it was, but there were specific truck routes that were defined. He said the streets that they were concerned about are protected.  
Mr. Guy asked if that included Lexington Street.  
Councilor DeDe said yes.  
Mr. Guy asked if the signs will be maintained.  
Councilor DeDe said yes.

Mayor Myers, seeing no one else wishing to speak, closed the Public Hearing.

**B. ORDINANCE: HENRY LAW AVENUE THREE HOUR PARKING**  
SPONSORED BY COUNCILOR WESTON

Mayor Myers, seeing no one wishing to speak, closed the Public Hearing.

**C. ORDINANCE: CHAPTER 140, REFUSE – REPEAL**  
SPONSORED BY MAYOR MYERS BY REQUEST

Mayor Myers, seeing no one wishing to speak, closed the Public Hearing.

**D. ORDINANCE: CHAPTER 158, SUNDAY SPORTS – REPEAL**  
SPONSORED BY MAYOR MYERS BY REQUEST

Mayor Myers, seeing no one wishing to speak, closed the Public Hearing.

**E. ORDINANCE: CHAPTER 82, CURFEW – REPEAL**  
SPONSORED BY MAYOR MYERS BY REQUEST



CITY OF DOVER

## CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting  
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820  
Meeting Date: **Wednesday, October 8, 2008**  
Meeting Time: **7:00pm**

Mayor Myers, seeing no one wishing to speak, closed the Public Hearing.

### **F. ORDINANCE: CHAPTER 97, DUMPING, RUBBISH AND RECYCLING COLLECTION SPONSORED BY COUNCILOR DEDE**

Mayor Myers, seeing no one wishing to speak, closed the Public Hearing.

### **8. CITY MANAGER'S REPORT**

City Manager Joyal said he submitted his report in writing, but he wanted to bring a few items to the Council's attention. He referred the Council to Page 10, and spoke of the City's reliance on donations for the Dover Mounted Patrol. He said the Downtown businesses have been very supportive and are organizing the 1<sup>st</sup> Annual Dover Mounted Police Dinner Auction to be held at the Cochecho Country Club, on Friday, October 17, 2008. He said tickets were available at several Downtown business, including Central Paint, Nicole's, and Cochecho Falls Gallery. He said the event is sponsored by the Friends of the Dover Mounted Patrol, and the funds raised will support the continued presence of the Mounted Police in Downtown Dover. He also wanted to bring the Council's attention to the Cochecho River Dredging Project. He said the City had been working with the Army Corps of Engineers to get underway, to start dredging for this winter's season. He said unfortunately the Army Corps has come to the conclusion that they will not have enough funds to dredge this season. He said the congressional delegation has said they will try to see this through, but it is not a high priority. He said he should have more definitive information in the next few months. He said lastly he just wanted to remind everyone of the City's new initiative to invite the public to meet with himself, department heads, and individual councilors, tomorrow evening in the McConnell Center, for the start of quarterly meetings called Dover Discussions.

Deputy Mayor Trefethen made a motion to accept the City Manager's Report; seconded by Councilor Weston.

Vote: 9/0.

### **9. MINUTES**

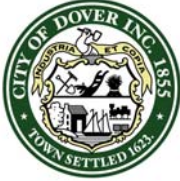
#### **A. MINUTES FROM SEPTEMBER 24, 2008 REGULAR MEETING**

Deputy Mayor Trefethen moved for their approval; seconded by Councilor McCusker.

Vote: 9/0.

#### **B. MINUTES FROM SEPTEMBER 24, 2008 NON-PUBLIC MEETING**

Deputy Mayor Trefethen moved for their approval; seconded by Councilor DeDe. Councilor Callaghan said he had a lot of things to say about the minutes. He said some of the discussion was not included in the minutes. He said the minutes don't accurately reflect what took place. He said he agreed with Mr. Bleiler that there wasn't anybody selected to take minutes, and said this appeared to be some kind of recap assembled after the fact. He said at the closing of the meeting he didn't vote to adjourn. He said he understood the meeting ended with a bit of turmoil, with heavy discussions going on between councilors. He



CITY OF DOVER

## CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting  
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820  
Meeting Date: **Wednesday, October 8, 2008**  
Meeting Time: **7:00pm**

said the minutes clearly reflect a great deal of time was spent on blasting him for what was perceived as an inappropriate email. He said the question of performance by the City Manager was not addressed. He said the Mayor did convey that the issue was the email, and that wasn't reflected in the minutes. He said they missed the boat on discussing the personnel matter. He also spoke about the minutes being released and was curious that the Foster's reporter had informed him that the minutes had been released. He said he told the reporter that he wasn't going to make a comment, because it was a non-public session. He said he didn't recall taking a vote to end the meeting and sealing the minutes. He said he didn't think these minutes were approvable in this format.

Mayor Myers asked if Councilor Callaghan was offering to do something with the minutes. Councilor Callaghan said he would be happy to work with somebody, but didn't feel comfortable trying to generate a set of minutes just from memory.

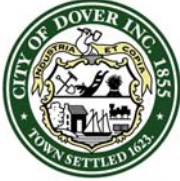
Mayor Myers asked Councilor Callaghan if he was looking to make a motion not to approve these minutes pending a further writing of them.

Councilor Callaghan said yes; seconded by Councilor Scott.

Councilor Weston said she also had a problem with the minutes. She said she also received a phone call from a newspaper, and she asked the reporter very particular questions that she would not answer. She first asked, "What minutes?" She said when the Council went into non-public session they had a format they followed. She said the format was to vote to go into non-public session, nominate someone to take minutes, have a meeting, and then the Council would vote to suppress or not to suppress. She said they have always been suppressed. She said then the Council would adjourn by vote. She said this did not occur this time, and she didn't understand why. She was concerned that the newspaper received the minutes before the Council received them. She said she asked the reporter who released the minutes to her; the reporter told her that she wasn't going to release her source. She said the minutes show that she voted to adjourn. She said she was very uncomfortable during the meeting, and had told the City Manager after the meeting that she did not like what had occurred. She said she remembered the motion to adjourn, and then it was seconded. She remembers standing up and saying no, this wasn't going to happen again, because she felt it was a reoccurrence of what happened during the Council's rule-making session. She said everybody was getting up, everybody was having confrontations, and she never heard anybody say, "All those in favor..." She said she wanted to know who wrote the minutes, because she did not vote to or not to adjourn. She said the minutes needed some wordsmithing, and she hoped nothing like this happened again.

Deputy Mayor Trefethen said he would be voting against not approving the minutes, because he felt the minutes were accurate. He said they may not be as detailed as the Council's Regular Minutes, but they conform to the requirements of minutes. He said they accurately reflected any motions and actions taken. He said minutes are not required to have everything that was said by everybody. He said he hopefully will be voting to approve these minutes.

Councilor Cheney said she also noticed a big difference that night over what took place and what was said to have taken place. She spoke of the Mayor's acceptance speech and his statement that he wanted to conduct this Council with respect, integrity and consensus. She spoke of the day that she insisted that Councilor Keays be sworn in, the accusations going around as to motives, and her statement that she would do that for any other councilors. She said she was also told to watch her own, and not stick up for another councilor. She said that



CITY OF DOVER

## CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting  
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820  
Meeting Date: **Wednesday, October 8, 2008**  
Meeting Time: **7:00pm**

was the first thing that set an alarm off. The second incident was when the rules were voted on and councilors were running in trying to get there.

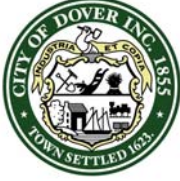
Mayor Myers asked her to stick to these minutes.

Councilor Cheney said this was the third incident. She said she could see why nobody wanted to talk about it. She said this was the third incident when, under the guise of an employee performance, an executive session was held and the Council talks about an email. She said she brought up the Indian Brook Drive project, referred to in the email, and was told that that wasn't the subject. She said what it really turned out to be was an issue about an email. She said she brought up during the meeting the subject of an inappropriate email sent by the City Manager, that ended up all over Dover. She said the City Manager's response was that was just one email. She said this was just one email. She said she wasn't trying to be negative, but the minutes do not accurately reflect what happened. She said what the Mayor said has not accurately been happening this year, and she would like to see fairness, integrity, respect, and consensus on this Council.

Mayor Myers explained the different types of sessions. He said executive sessions are different from Non-public Sessions. He said minutes are not kept in an executive session, but there are minutes for a non-public session. He said a motion to suppress the minutes of a non-public session can only be voted on for specific reasons. He said the reasons are: 1. The matter being discussed would be jeopardized. 2. Terrorism. 3. Releasing the minutes would damage the reputation of the employee, not to include a member of the body. He said it didn't damage the reputation of the employee, and the other two reasons did not qualify. He said there was no motion made to suppress the minutes. He agreed with Councilor Cheney that the construction project was not discussed, but that was because it wouldn't have been an appropriate reason to be in non-public session. He said he kept directing the meeting back to the personnel issue, not on a councilor or a construction project, but on the performance of the City Manager and if there was a concern from the Council. He said he went around the table and it was very clearly stated that there were no issues with the City Manager's performance. He said draft minutes are available to anybody who asks for them. Councilor DeDe said the motion to adjourn was his motion, it was seconded by Councilor Carrier, and that motion carried to end the meeting. He said a quorum remained to discuss an issue that was not related to the City Manager's concern about the Council's evaluation of his performance. He said the Mayor conducted the meeting appropriately. He said he would vote to approve the minutes.

Councilor Scott said he was concerned about the procedures. He said he received a call from Foster's asking about his comments on the minutes. He said he hadn't received the minutes and thought it was a non-public session. He couldn't find them on the website, and asked the reporter to send them to him, which she did. He said the minutes weren't signed, and he felt they should have been signed. He said he felt the minutes did not reflect what took place. He said he would not approve the minutes. He said the meeting was called for an employee's performance and changed to a discussion about an email. He said the Council shouldn't be called together for that.

Councilor Callaghan said the minutes were not accurate, even if they were just incomplete, because the vote was not recorded properly for the motion to adjourn. He said he did not vote. He spoke to the Mayor's comment that Councilors wanted to discuss the Indian Brook



CITY OF DOVER

## CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting  
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820  
Meeting Date: **Wednesday, October 8, 2008**  
Meeting Time: **7:00pm**

project. He said the question was how the City Manager was handling the information coming in from a resident about the Indian Brook Project, and that was a performance issue.

Councilor Carrier said there are discussions that were discussed that are not in the minutes, such as the SUR discussion, but the minutes are supposed to be a summary. He felt the Council should put this behind us, move forward as a body, and represent Dover.

Councilor Weston said she concurred with Councilor Carrier, but she didn't believe the minutes were accurate, because she did not vote to adjourn. She said there was a part where the meeting discussed the City Manager's performance on this project, but another part was hammering Councilor Callaghan, which she felt was totally inappropriate. She said she agreed with Councilor Carrier that the Council needed to move on, but did not know how to correct it.

Deputy Mayor Trefethen made a motion to move the question. It was not seconded.

Councilor McCusker said the meeting was called because the Council's only employee had an issue, because he mistakenly received an email that had an overtone of one Councilor's opinion to a citizen that what they were doing was for the purpose of making the City Manager squirm, to give him enough room to hang himself. He said if he were that employee he would consider that a very threatening way to hear from somebody that employed him. He said he would call a meeting to ask the Council if this was how they all felt. He said the City Manager said he was trying to address this issue, given the recent information given to him, and he asked the citizen to bring his information to him and he would address them. He said the City Manager asked for the meeting to have a straw poll, to give him an indication if what was said in the damaging email was how the Council felt. He said the reason why the email was written wasn't the issue. It was the tone and purpose of the email that made the difference and that was the reason why the non-public session was called. He said that the Mayor specifically brought people back to that question. He said the meeting got ugly when councilors were reminded that they couldn't talk about the other issues, because they were in a non-public session. He said the Mayor said repeatedly that the Indian Brook project couldn't be discussed during a non-public session. He said the Mayor said the Council was there to discuss the personnel issue. He said the City Manager asked the Council if the email was how the whole Council felt. He said the Mayor asked everyone around the table, and everyone said that wasn't how they felt. He said after that, discussion ensued as to why the email was written, and again it was stated that the Council couldn't discuss the issue in non-public session. The City Manager had his answer about how others felt. He said there was a motion made to adjourn, and it was seconded, when the meeting started to go awry. He asked the Councilors who voted to adjourn at that non-public session to raise their hands; 5 councilors raised their hands. He said people stood up to leave. He said the Mayor reminded the Council that they had a quorum and they couldn't be discussing anything anymore. He said five people left the office. He said it might not say that in the minutes, but that is what happened.

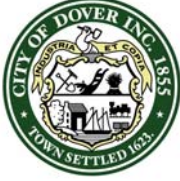
Mayor Myers clarified that he called the meeting. He said the City Manager can request in writing for him to call a meeting.

Councilor Cheney said this was not the correct way to handle this.

Mayor Myers asked for a show of hands to not approve the minutes.

Vote: 4/5; Failed. Councilors Callaghan, Cheney, Scott and Weston voted in favor.

Councilor DeDe made a motion to approve the minutes; seconded by Councilor McCusker.



CITY OF DOVER

## CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting  
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820  
Meeting Date: **Wednesday, October 8, 2008**  
Meeting Time: **7:00pm**

Councilor Weston said she would like to have her name removed as voting in opposition, because she did not vote.

Mayor Myers asked her if she wanted to list the five people who voted to adjourn.

Councilor Weston said she didn't think it would be accurate, because Councilor Carrier told her he didn't remember voting.

Mayor Myers said he seconded the motion.

Councilor Weston said he seconded the motion, but said he didn't remember voting. She said she wanted to remove her vote.

Mayor Myers asked her for the language she wanted.

Councilor Weston said, "Councilor Weston did not vote."

Councilor Scott said he did not vote.

Mayor Myers asked for the language to amend the minutes.

Councilor Weston said, "Councilor Weston did not vote." She said she wasn't willing to speak for the other Councilors.

Councilor Cheney seconded the motion.

Mayor Myers asked for a vote on adding the line to minutes.

Vote: 9/0.

Councilor Callaghan asked to do the same for himself and Councilor Scott; seconded by Councilor Scott.

Vote: 9/0.

Councilor Callaghan asked for the author of the document to be placed on the document; seconded by Councilor Scott.

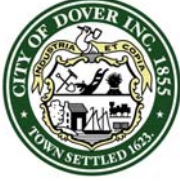
Vote: 6/3; Passed. Mayor Myers, Councilors DeDe and McCusker were opposed.

Councilor Carrier said he wanted to clarify his vote to adjourn. He said there was a lot of turmoil at the end of the meeting. He said Councilor DeDe made a motion to adjourn and he seconded. He said when it came time to vote, some were standing and leaving. He felt since he seconded the motion, he would have definitely voted to adjourn.

Deputy Mayor Trefethen said he's hearing from some Councilors that the Council has to move on, but he was also hearing from those same Councilors that we have to nitpick and keep this alive. He said if five people voted yes, the meeting was adjourned. He said it is safe to assume the other people vote no. He said the Council knows the procedure for meetings. He said the Council knows that if they want to suppress the minutes, then a motion has to be made to do that. He said the fact that there were four Councilors, who were yelling and circling the wagon, not following procedure, and not being aware that there is a procedure to follow, is not an excuse for not suppressing the minutes if you wanted to do so. He said there were two Councilors that were in the negative, or non-vote, that are experienced Councilors with almost three years under their belt. He asked them if they didn't know the procedure for sealing the minutes for a non-public session. He asked when they will know the procedures. He said if they wanted to move on and get to the business of the citizens of Dover, then let's do that. He said if the Councilors wanted to point fingers, he could do that too, but he's not.

Councilor Callaghan said he appreciated Councilor Trefethen's exuberant behavior and speeches he gives the Council on a regular basis. He said he wanted to put it behind them, but he wanted the record to be straight and accurate.

Vote: 5/4; Passed. Councilor Callaghan, Cheney, Scott and Weston were opposed.



CITY OF DOVER

## CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting  
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820  
Meeting Date: **Wednesday, October 8, 2008**  
Meeting Time: **7:00pm**

### 10. MAYOR'S REPORT

Mayor Myers said he did a few ribbon cuttings for the Chamber of Commerce. He said he gave the opening remarks at the 24<sup>th</sup> annual Apple Harvest Day, which was a fantastic event. He announced that Coast Bus had its 10 millionth rider on October 7, 2008. He reminded the Council and citizens that they have an opening on the Coast Board and Skyhaven Airport Board. He spoke of the USS Oklahoma City, a submarine being overhauled at the Portsmouth Naval Shipyard, and that the City of Dover is the host city for the crew. He said not only are these great sailors here, they want to be involved in the community and give back to the community. He said they had a ceremony called hanging the plaque. He said he accepted the plaque for the City, read the inscription, and said it would be hung in City Hall. He said Phil Rinaldi is the lead person to contact if you want to include the sailors in an event in the community.

Councilor Cheney said the USS New Hampshire is going to be commissioned on October 25, 2008, and said to go to "[www.usshampshire.org](http://www.usshampshire.org)" to find out more details and to get tickets. Deputy Mayor Trefethen made a motion to accept the Mayor's Report; seconded by Councilor Weston.

Vote: 9/0.

### 12.B.1. RESOLUTION: ESTABLISHMENT OF FY 2009 EXPECTATIONS BY MAYOR AND CITY COUNCIL FOR CITY MANAGER

Deputy Mayor Trefethen moved for its approval; seconded by Councilor Scott.

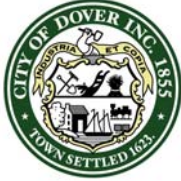
Councilor Scott said he asked to move this forward, because when this was worked on no one was aware of the financial hurricane that was about to hit. Therefore, he would like to add an item onto the City Manager's objectives, which would read: "The City Manager will provide recommended policy changes to the Council to meet the challenges of the new banking and economic environment. The City Manager should present to the Council his ideas on how to meet these extraordinary challenges." Deputy Mayor Trefethen seconded the amendment.

Councilor Scott said much of his work is with banks, and unless you have extremely high credit, loans are not being given. He said companies are not getting funding to make their payroll, to make their capital improvements. He said there are going to people that won't be able to pay their December 1, 2008 real estate taxes, and felt that the City will have a shortage of cash flow. He said the City has to find ways to address what has been approved as the budget, to see if there aren't areas for improvements to meet what he considered a serious environment. He said he is looking to the City Manager to provide guidance to navigate through these perilous times.

Councilor Dede said he understood the reasoning by Councilor Scott; however he wouldn't support the change to the Resolution, because it replicates others goals that have already been established.

Councilor Cheney said she would support the change. She doesn't see where it is mentioned in the goals.

Councilor Callaghan said he would support the change. He said he didn't see anything close to what is being proposed.



CITY OF DOVER

## CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting  
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820  
Meeting Date: **Wednesday, October 8, 2008**  
Meeting Time: **7:00pm**

Councilor Weston asked Councilor Scott if he would accept a friendly amendment to Item #13. Mayor Myers said maybe it could be added to Item #4, and shorten it to say: "Handles emergencies and crisis effectively, including regular updates on financial and banking industry." Councilor Scott said he didn't care where it was put, but it should be a separate item. He said a real measure of a CEO is during a recession and crisis period. Councilor Weston said she agreed that #4 was a better place to put it. She asked that the wording be: "Handles emergencies and crisis effectively, to provide recommended policy changes to the Council to meet the challenges of the new banking and economic environment." Councilor Carrier seconded the motion to amend. Deputy Mayor Trefethen said he was reluctant to tag something on to the goals. He said he would be voting against this amendment. Mayor Myers said he wasn't going to support the amendment. Councilor Callaghan said it should be a separate goal. Councilor Cheney said she agreed it should be a separate goal. Councilor Weston said she rescinded her motion to include it in Item #4, and wanted to add it as Item #14. Councilor Scott removed his second. Mayor Myers this is not a mandate to reduce the budget or CIP. Councilor McCusker said the Council should be giving the City Manager goals that he can improve on, and not on things he already does. He said he wouldn't support it. Vote: 7/2; Passed. Councilors DeDe and McCusker were opposed. Mayor Myers asked for a roll call vote on the Resolution as amended. Roll Call Vote: 8/1; Passed. Councilor McCusker was opposed.

### 11. UNFINISHED BUSINESS

#### A. ORDINANCES IN THE 2<sup>ND</sup> READING

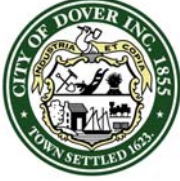
##### 1. ORDINANCE: HENRY LAW AVENUE THREE HOUR PARKING SPONSORED BY KAREN WESTON

Councilor Weston moved for its adoption; seconded by Councilor DeDe. Councilor Weston said the just made Henry Law Avenue one way, and said the next issue is the need for parking. She said that area has limited parking, and during the summer the issues for parking were realized. She said, after meeting with the people from the Children's Museum and Central Towers, they have decided to extend the hours from 2 to 3 hours. She said this is the recommendation of the Transportation Advisory Board, and she was looking for the Council's support. Roll Call Vote: 8/0. Councilor McCusker was absent from the chambers.

##### 2. ORDINANCE: CHAPTER 140, REFUSE – REPEAL SPONSORED BY MAYOR MYERS BY REQUEST

Deputy Mayor Trefethen moved for its adoption; seconded by Councilor Carrier. Roll Call Vote: 8/0. Councilor McCusker was absent from the chambers.

##### 3. ORDINANCE: CHAPTER 158, SUNDAY SPORTS – REPEAL



CITY OF DOVER

## CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting  
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820  
Meeting Date: **Wednesday, October 8, 2008**  
Meeting Time: **7:00pm**

### SPONSORED BY MAYOR MYERS BY REQUEST

Deputy Mayor Trefethen moved for its adoption; seconded by Councilor DeDe.  
Roll Call Vote: 8/0. Councilor Callaghan was absent from the chambers.

#### **4. ORDINANCE: CHAPTER 82, CURFEW – REPEAL** SPONSORED BY MAYOR MYERS BY REQUEST

Deputy Mayor Trefethen moved for its adoption; seconded by Councilor Weston.  
Roll Call Vote: 8/0. Councilor Callaghan was absent from the chambers.

#### **5. ORDINANCE: CHAPTER 97, DUMPING, RUBBISH AND RECYCLING COLLECTION** SPONSORED BY COUNCILOR DEDE

Councilor DeDe moved for its adoption; seconded by Deputy Mayor Trefethen.  
Councilor DeDe said the City is working on the problems of cleaning up in Dover. He wanted to note that this Ordinance would not take effect until January 1, 2009, to give time to notify the residents of Dover of the changes. He said there will be a notification, and if an infraction occurs there will be a fine of \$25.00. He said that if the area persisted in not cleaning up the trash, the City can add to fines and can reach up to \$1,000. He said the fine will be part of the fee structure and will be voted on every year by the Council. He said it would generate a ticket just like a speeding ticket. He said someone may have a good reason for noncompliance, and the Solid Waste Manager will have the latitude to look at circumstances on an individual basis. He said the fines would go into the General Fund. He said the citations will only be given out for obvious abuse.  
Councilor Weston asked if the time could be changed to 2:00, because she could be called a repeat offender when she worked second shift.

Councilor DeDe said they were looking for gross offenders. He said the Solid Waste Manager will arbitrate these matters. He said they chose 4:00 because that was after children have walked home from school.

Councilor Callaghan referred to 97-13, "unless expressly authorized by City Staff..." He thought that was vague.

Councilor DeDe said there is an anti-scavenger rule in place in Dover. He said if someone purchased a Dover tag to take away a piece of trash, it then becomes the property of the City and cannot be taken.

Mayor Myers said he felt Councilor Callaghan was concerned about it just saying "authorized by City staff," and wanted to add "in writing," so if someone is stopped and asked if they could take the trash, they would have to verify that.

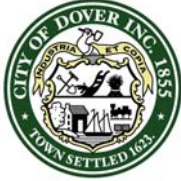
Councilor DeDe said he would be happy to add that.

Councilor Callaghan made a motion to amend the Ordinance to have the sentence read:

"Unless expressly authorized by City staff in writing..." Deputy Mayor Trefethen seconded the motion.

Vote: 9/0.

Councilor Scott asked where in Ward 3 this was a problem.



CITY OF DOVER

## CITY COUNCIL - MINUTES

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 Meeting Date: **Wednesday, October 8, 2008**  
 Meeting Time: **7:00pm**

Councilor DeDe said he wouldn't say.

Councilor Scott didn't like the idea that anyone on the City's staff can give out a fine.

Mayor Myers asked for a roll call vote on the Ordinance with the one amendment.

Roll Call Vote: 8/1; Passed. Councilor Scott was opposed.

### **B. ORDINANCES IN THE 4<sup>TH</sup> READING**

#### **1. ORDINANCE: CHAPTER 166-53 SCHEDULE F VEHICLES AND TRAFFIC SPONSORED BY COUNCILOR WESTON**

Councilor Weston moved for its adoption; seconded by Councilor DeDe.

Councilor Weston said the Transportation Advisory Commission was recommending that the Council vote this Ordinance as presented down. She said that they will be coming

back with a substitution as a whole on October 26, 2008, to be referred to a public hearing on November 12, 2008.

Roll Call Vote: 0/9; Failed.

## **12. NEW BUSINESS**

### **A. CONSENT CALENDAR**

- 1. PARADE – KIWANIS CLUB OF DOVER, NH**
- 2. PARADE – ASSEMBLY OF SEACOAST LIBERTY**
- 3. RAFFLE – FIRST PARISH CHURCH CONGREGATIONAL, U.C.C.**
- 4. TAG – BOY SCOUT TROOP 173**
- 5. TAG – PRIME TIME ALL-STARS BOOSTERS**
- 6. TAG – SOMERSWORTH - BERWICK YOUTH HOCKEY**
- 7. RESOLUTION: MERIT PLAN AMENDMENT PURSUANT TO CITY CHARTER C7-2  
SPONSORED BY MAYOR MYERS BY REQUEST**

### **COMMITTEE REPORTS**

- |  |  |
|--|--|
| 1. Appointments Committee – Mayor Myers        | 8. Solid Waste Advisory Commission – Councilor DeDe      |
| 2. Arena Commission – Deputy Mayor Trefethen   | 9. Transportation Advisory Commission – Councilor Weston |
| 3. Arts Commission – Councilor McCusker        | 10. Joint Building Committee – Councilor Cheney          |
| 4. McConnell Center Committee – Councilor DeDe | 11. Recreation Advisory Board – Councilor Carrier        |
| 5. Planning Board – Deputy Mayor Trefethen     | 12. Coast Bus  |
| 6. Cable Access Committee – Councilor DeDe     | 13. Joint Fiscal Committee – Councilor Trefethen         |
| 7. School Board Liaison – Councilor Callaghan  |  |

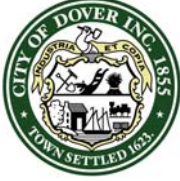
Deputy Mayor Trefethen moved for the adoption of the Consent Calendar; seconded by Councilor DeDe.

Mayor Myers asked the Council if they had any items they would like removed for discussion.

Councilor Callaghan asked to remove Item 12.A.7.

Mayor Myers asked for a vote to accept the remaining items on the Consent Calendar.

Vote 9/0.



CITY OF DOVER

## CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting  
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820  
Meeting Date: **Wednesday, October 8, 2008**  
Meeting Time: **7:00pm**

Deputy Mayor Trefethen moved for the adoption of 12.A.7.; seconded by Councilor Callaghan.

Councilor Callaghan asked the City Manager why the Council can't eliminate a line item. City Manager Joyal said the government in Dover, City Manager and City Council, remove themselves from any personnel matters and hire a City Manager to deal with the administrative portion of the organization. He said it has been changed to where the City Manager cannot just arbitrarily create a position. He referred the Council to C7-2.: "The Manager shall submit any proposed amendments to the Council as an item on a regular Council meeting agenda. The Council shall within sixty days after having received the proposed amendments take action to approve or disapprove them at a regular Council meeting." He said it says approve or disapprove, not amend.

Councilor Callaghan said C7-3 talked about adjusting, but it doesn't talk about eliminating positions, especially if it is a vacant position. He asked what his intent was in leaving some of the positions in place. He said the Deputy City Clerk, Deputy Community Services Director, Recreation Program Supervisor, and the Superintendent of Public Works and Utilities are still on the list.

City Manager Joyal asked him to repeat the list.

Councilor Callaghan said Deputy City Clerk.

City Manager Joyal said he was not deleting the position. He said the City has a City Clerk/Tax Collector, and she needs to have a deputy. He said with the proposed reorganization he wanted one person to be a specialist in the Tax Collection area and one person to be a specialist in the Clerk functions. He said each of them in the absence of the City Clerk/Tax Collector can perform those specific functions.

Councilor Callaghan asked how those positions were funded.

City Manager Joyal said they are in the budget.

Councilor Callaghan asked if he was going to leave them in the Merit Plan and try to get it through the budget.

City Manager Joyal said they were already in. They have been positions that have been in existence for the last twenty years.

Councilor Callaghan asked about the Deputy Community Services Director.

City Manager Joyal said that was a new position that he has asked to be created to assist Doug Steele, Community Services Director, in the management of the Community Services Department.

Councilor Callaghan asked about the Recreation Program Supervisor position.

City Manager Joyal said the City had three Recreation Program Supervisors, two operated out of the McConnell Center and one operated out of the Arena. He said he no longer needed the position at the Arena, and wanted to consolidate those responsibilities with the Arena Marketing Position to the Arena Program and Marketing Supervisor.

Councilor Callaghan asked about the Superintendent of Public Works and Utilities position.

City Manager Joyal said that position is currently vacant. He said he is looking at some cost saving decisions, but has yet to make a decision on it.

Councilor Callaghan asked if these positions were financed in the budget.

City Manager Joyal said the Superintendent of Public Works and Utilities position was not, but if he chose to fill the position he would transfer the funds from an existing position to cover that.



CITY OF DOVER

## CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting  
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Councilor Callaghan asked the City Manager if he had to come to the Council to do that. City Manager Joyal said no.

Councilor Cheney asked if the combination position at the Arena would be a different pay grade.

City Manager Joyal said the combination of the position would be addressed at a different pay grade.

Councilor Cheney asked if the new positions have been defined in the Merit Plan.

City Manager Joyal said that was in the Merit Plan.

Councilor Scott referred to the two Merit Plans, 2006 and the new one. He asked why the position of the City Manager was on the 2006 Merit Plan, and not on the new one.

City Manager Joyal said when he upgraded the Merit Plan he felt it was ridiculous for him to set his own salary grade.

Roll Call Vote: 9/0.

### B. RESOLUTIONS

#### 1. RESOLUTION: ESTABLISHMENT OF FY 2009 EXPECTATIONS BY MAYOR AND CITY COUNCIL FOR CITY MANAGER SPONSORED BY MAYOR MYERS

Item was moved on Agenda to follow Mayor's Report.

### 13. COUNCIL MATTERS OF INTEREST

Councilor Weston said she forwarded the new Chapter 166, and said it is easier to read in color. She recommended the Council print it in color if possible. She also wanted to bring to the Council's notice the massive changes to the North End Fire Station. She said it will become operational on November 1, 2008, with the grand opening on November 20, 2008. She said they were really excited, they worked really hard, and they were still within budget.

### 14. ADJOURN

Councilor McCusker made a motion to adjourn; seconded by Councilor Carrier.  
Vote: 9/0.



RECEIVED  
DOVER CITY CLERK  
DOVER, NH

2008 OCT -9 P 2: 04

# APPLICATION CITY OF DOVER, NEW HAMPSHIRE

RAFFLE\*.....TAG\*.....PARADE\*\*..... BLOCK PARTY\*\*..... ROAD TOLL\*\*\*.....

Fill In Completely and Return To City Clerk NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: Seacoast Liberty  
Federal Tax ID number for Organization: N/A  
Nature of Organization: Religious, Educational, Charitable, Civic, Sports, Veterans, Fraternal or Political

Contact Person: David Montenegro Day Time Telephone: (360) 488-0623

Address: PO BOX 763, Farmington, NH 03835 Email Address VirginSnow@vfemail.net

Purpose of Permit: To display signs & distribute information on liberty-related political issues of concern to Dover\*\*.

Date of Event: November 11, 2008 Specific Time: 2:00-4:00 P.M. (Raindate(s): the following day.)

Location of Event: Sidewalk near Earcraft Music\*.

\*\*\*\*\*

(Raffle Permit only)

Prize (s) To Be Awarded: \_\_\_\_\_

Amount of Donation: \_\_\_\_\_ Date of Drawing: \_\_\_\_\_ Specific Time: \_\_\_\_\_

Place of Drawing: \_\_\_\_\_

\* NOTICE TO RAFFLE AND TAG PERMIT APPLICANTS: Please be advised the City will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The police department may contact you to obtain additional information. Please provide a way for us to contact you during the day so the request can expedited. Information on these requirements may be found at [http://doj.nh.gov/publications/charitable\\_forms.html](http://doj.nh.gov/publications/charitable_forms.html).

\*\* NOTE: ALL REQUESTS FOR PARADE PERMITS AND BLOCK PARTIES MUST HAVE PARADE ROUTE APPROVED BY THE POLICE DEPT. BEFORE GOING ON THE COUNCIL AGENDA

\*\*\*NOTE: SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT SPECIAL PERMISSION FROM THE POLICE DEPARTMENT

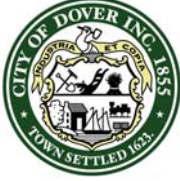
I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT.  
I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by same.

Signature: [Signature] Date: 10/9/08

Licensing Board approval [Signature] Date: \_\_\_\_\_  
Revised 03/17/08

- \* The location for the information table, between a fire hydrant and a handicap parking sign, was chosen so as not to obstruct pedestrian traffic.
- \*\* No money or donations will be solicited or accepted at this event.

okw



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.2.

Resolution Number: **R – 2008.10.22 - 158**

Resolution Re: **Arnold “Bud” Falcione Scholarship Fund**

WHEREAS: Family, friends and colleagues have requested the establishment of a scholarship in the memory of Arnold “Bud” Falcione, a member of Dover High School Facility, to be granted to a Dover High School Senior who plans to pursue an education with a specific interest in Social Studies; and

WHEREAS: On January 14, 2008, the Dover School Board approved a resolution requesting establishment of the Arnold “Bud” Falcione Scholarship Fund; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The City of Dover accepts receipt of the scholarship in an amount of \$7,798.35 to be held in trust, for the purpose of awarding an annual scholarship in the amount of \$1,000.00. The principal of the fund, all earnings and further contributions will be expended over time for the award of the scholarship in accordance with provisions prescribed in the approved January 14, 2008 Dover School Board resolution.

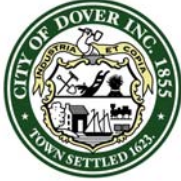
### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Scott Myers  
By request

Approved as to Legal Form: Allan B. Krans, Sr.  
City Attorney

Recorded by: Karen Lavertu  
City Clerk



CITY OF DOVER

# CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.2.

Resolution Number: **R – 2008.10.22 - 158**

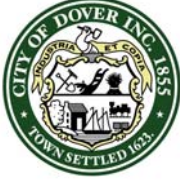
Resolution Re: **Arnold “Bud” Falcione Scholarship Fund**

## DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

## DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor Dean Trefethen	n/a	n/a
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.2.

Resolution Number: **R – 2008.10.22 - 158**

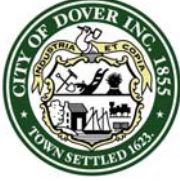
Resolution Re: **Arnold “Bud” Falcione Scholarship Fund**

### **RESOLUTION BACKGROUND MATERIAL:**

Upon acceptance of the trust by the City Council, said moneys shall be turned over to the Trustees of Trust Funds, to be held as an irrevocable trust and invested in common with other funds held in trust.

The principal, any investment income and any new donations to the trust will be dispersed for the purpose of an annual scholarship upon written request from the Dover School District to the Trustees. An annual scholarship in the amount of \$1,000.00 will be awarded to a senior who plans to pursue an education with a specific interest in Social Studies.

All funds of the trust will be managed and reported on by the Trustees of Trust funds in accordance with State law.



CITY OF DOVER

# CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.2.

Resolution Number: R – 2008.10.22 - 158

Resolution Re: Arnold "Bud" Falcione Scholarship Fund

## RESOLUTION RE: EDWARD D. LOZIER SCHOLARSHIP FUNDS

**WHEREAS:** the Dover School Board approved policy IKG, Establishments of Scholarships, and

**WHEREAS:** this policy states, "Once the School Board authorizes the establishment of a scholarship, a resolution shall be submitted to the Dover City Council for approval and acceptance of the scholarship funds. Upon City Council approval, the donated scholarship funds will be immediately turned over to the City of Dover, Trustees of Trust Funds," and

**WHEREAS:** In memory of Edward C. Lozier, a member of the Dover High School faculty, an annual scholarship in the amount of \$100.00 will be granted to a Dover High School senior who plans to pursue education at a career technical school in the field of auto technical or auto collision.

**NOW, THEREFORE, BE IT RESOLVED** the Dover School Board requests the Dover City Council accept the establishment of the Edward D. Lozier Scholarship and allow the City of Dover to be Trustees of these funds.

**SUBMITTED BY:**

*Marjorie Fisher*

Marjorie Fisher, Chairperson, Ward 6

*Audra Lurvey*

Audra Lurvey, Vice Chairperson, Ward 5

*Beth Setear*

Beth Setear, Secretary, Ward 1

*Britt Ulinski Schuman*

Britt Ulinski Schuman, Ward 2

*Carolyn Mebert*

Carolyn Mebert, Ward 3

*Dorothea Hooper*

Dorothea Hooper, Ward 4

*Doris Grady*

Doris Grady, At-Large

April 14, 2008



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.3.

Resolution Number: **R – 2008.10.22 - 159**

Resolution Re: Change order Reconditioning Griffin Well B08053

**WHEREAS:** On February 29, 2008, Barrie Miller’s Well and Pump Services Inc and was awarded the bid# B08053 to provide Reconditioning and Cleaning services for the Griffin and Cummings Wells. On March 14, 2008 a purchase order was issued allowing \$12,220.00 for Reconditioning and Cleaning services for the Griffin Well to this vendor; and

**WHEREAS:** After disassembling and inspecting the Griffin Well it was discovered that repairs totaling \$38,108.00 are needed and the city is requesting a change order in this amount to get this well back up and running. The city has a completely qualified contractor already in use on this project and believes it is prudent to keep this vendor due to the fact that if problems arise at a later date there will be only one vendor responsible to resolve any subsequent problems.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:**

The Purchasing Agent is hereby authorized to issue a Change Order to Purchase Order #30-250309 to Barrie Miller’s Well Services of Hillsboro NH in the given quoted amount of \$38,108.00 and corresponding rates provided on 9/29/2008. The amount of this authorization shall be limited so as not to exceed available funding.

### Financing

Account	Description	Appropriation	Balance
5300-43320-4432-0000-00-30	Water maint. Impr o/t blgs	67,108.00	66,310.00

### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Scott Myers  
By request

Approved as to Legal Form: Allan B. Krans, Sr.  
City Attorney

Recorded by: Karen Lavertu  
City Clerk





CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.3.

Resolution Number: **R – 2008.10.22 - 159**  
Resolution Re: Change order Reconditioning Griffin Well B08053

### RESOLUTION BACKGROUND MATERIAL:

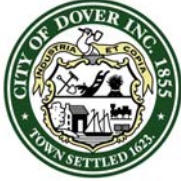
In February the city went out to bid for reconditioning and cleaning services for the Cummings and Griffin wells. Two bid replies were received and the winning quote came from Barrie Miller's Well and Pump Services Inc. in the amount of \$12,200.00 for the Griffin Well. Layne Christensen Company was the only other reply to the bid solicitation. Attached is a letter outlining the additional work needed with approximate costs. The purchasing agent requested a break down of labor and materials in an effort to get comparative quotes for the materials from the second vendor that replied to the original reconditioning bid. The estimated price from Layne Christensen, for materials only, was \$27,125.00 which excluded taxes, material handling, and shipping of the pump bowl to and from their shop in Dracut Ma as well as excluding labor. The materials only from Barrie Miller came to \$32,008.00. Some of the parts need to be fabricated at a machine shop and therefore makes sense to continue to use current vendor on the project to avoid finger pointing if something fails to operator properly.

- Right angle Gear Materials: \$300.00/ Labor \$100.00. Total: \$400.00
- Combination Shaft: materials only: \$580.00.
- Packing box repairs, materials only: \$375.00.
- Column & shaft, materials only: \$11,500.00.
- Recondition bowl, Materials: \$3,950.00, Labor: \$750.00, Total: \$4,700.00.
- Liner Screen, Materials: \$8,775.00, Labor: \$5,250.00. Total: \$14,025.00.
- 60 HP Motor: \$6,528.00

Total estimated cost in addition to original bid amount: \$38,108.00.00  
Material \$32,008.00 Labor \$6,100.00

### Purchasing Information:

<b>Type:</b>	Change Order	<b>Advertised:</b>	No
<b>Invitations Mailed:</b>	0	<b>Number of Responses:</b>	Na
<b>Warranty:</b>	Na	<b>Terms:</b>	Net 30, FOB Dover
<b>Work Bonded:</b>	No	<b>Contract:</b>	Yes
<b>Prices will hold for:</b>	Until Completion	<b>Estimated Delivery:</b>	As needed
<b>Recommended Award to:</b>	Barrie Millers Well and Pump Service Inc	<b>Fund:</b>	
<b>Other Approvals Required:</b>	No	<b>References Checked:</b>	Satisfactory
<b>Previously Worked for City:</b>	Yes	<b>Reason for Council Approval:</b>	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.3.

Resolution Number: **R – 2008.10.22 - 159**

Resolution Re: Change order Reconditioning Griffin Well B08053

### Original bid Vendor List

Layne Christensen Co.  
PO Box 309  
Dracut MA 01826

R.E. Prescott Co., Inc.  
10 Railroad Ave.  
Exeter NH 03833

Northeastern Sales Co.  
140 Hale Street  
PO Box 5366  
Haverhill MA 01835-5366

Jaime Construction  
14 Cherry Lane  
Lee, NH 03824

Atlantic Pump and Engineering  
13 Eagle Drive  
PO Box 110  
Sanford ME 04073

Williamson Electrical Co., Inc.  
43 Fremont Street  
Needham Heights MA 02194

D. L. Maher Co.  
PO Box 127  
N. Reading MA 01864

Advanced Pump Co., Inc.  
10 Druid Hill Avenue  
Burlington, MA 01803

Barrie Miller's Well & Pump  
Services  
PO Box 23  
Hillsborough NH 03244-0023

DL Thurrott, Inc.  
17 Powder Hill Road  
Lincoln, RI 02865

Capital Environmental Drilling  
Svcs  
50 Concord Srage Road  
Dunbarton, NH 03045

FG Sullivan Drilling Company  
408 Parker Road  
Lancaster, MA 01523

L. A. Hanna & Sons  
313 Portsmouth Ave.  
Stratham NH 03885

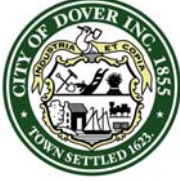
O. E. Dube & Son  
769 Daniel Webster Highway  
Merrimack NH 03054

Boart Longyear Company  
DL Maher Division  
71 Concord St  
No Reading MA 01864

Downeast Drilling Co.  
23 Pierce Road  
Barrington, NH 03825

Hall Pump, Sales and Service  
200 Andover Street  
East Wilmington, MA 01887

Blake Equipment Co.  
Route 28  
Alton NH 03809



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.3.

Resolution Number: **R – 2008.10.22 - 159**

Resolution Re: Change order Reconditioning Griffin Well B08053

### Original Bid B08053 Results

Cummings Griffin	Layne Christenson Company 16 Commercial Drive Box 309 Dracut MA 01826 \$12,676.00 \$12,676.00
Cummings Griffin	Barrie Miller's Well & Pump Service, Inc. PO Box 23 Hillsborough NH 03244- 0023 <b>\$12,170.00</b> <b>\$12,220.00</b>
No Bid	Atlantic Pump and Engineering PO Box 110 Sanford, ME 04073

**BARRIE MILLER'S WELL & PUMP SERVICE, INC.**

PO BOX 23  
MILLSBOROUGH, NH 03244-0023  
Phone/ Fax (603) 484-4806  
miller2@comcast.net

September 26, 2008

Mr. Bill Boulanger, Utility Systems Supervisor  
City of Dover  
288 Central Ave.  
Dover, NH 03820

Reference: Griffin Well Repairs.

Dear Mr. Boulanger,

The pumping equipment requires the following repairs:

- The Johnson right angle gear drive steady bearing & steady bearing bushing will be replaced. Approximate cost: \$400.00.
- The 1.3/16" combination motor drive shaft will be replaced. The new shaft will be 416 S&T. Approx. cost: \$650.00.00.
- The bronze packing box bushing will be replaced. New 3/8" packing will be provided. Approx. cost: \$400.00.
- The 75 feet of 8" steel discharge column pipe & 1 1/2" S&T line shaft will be furnished, including new spider bearings & retainers. The top flanged column will be fabricated to bolt up to the discharge head properly. Approx. cost: \$12,000.00 to \$14,000.00.
- The 8 stage, 10RKHC Layne bowl assembly must be reconditioned to restore proper operating tolerances. The impeller skirts will be reconditioned to provide a smooth round surface. The bowl wear rings will be replaced with new wear rings, to provide proper operating clearance. New bronze bushings will be furnished & installed in the bowls. The stainless steel impeller shaft will be replaced as necessary. The bowl will be reassembled & painted. Approx. cost: \$4900.00.
- The existing bronze screen is 30 feet long. The well screen and well casing will have to be measured for exact inside diameter, plumbness & straightness to determine the size of the liner screen. This will require "caging" the well with a "dummy", the length & diameter of the proposed liner screen. The contractor will determine the correct slot size, length & diameter of the liner screen. Approx. cost: \$15,000.00.
- A new 60 HP, premium efficient, inverter duty motor, 460 voltage, vertical hollow shaft, 1785 RPM electric motor with a non reverse ratchet will be furnished. The existing motor is a 384TP frame. The new motor will be a US Motor, or approved equal. Approx. cost: \$6,800.00.

The right angle gear, column & shaft is at the Griffin Well Station. The pump bowl is at my repair shop in Bannington, NH. Any one interested in quoting on the repair parts should make arrangements to inspect the parts if they so desire. I think that any qualified prospective bidder should be able to prepare pricing from the above description, and inspection of the

**BARRIE MILLER'S WELL & PUMP SERVICE, INC.**

parts if they feel necessary.

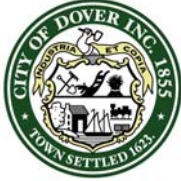
I question how anyone can be held responsible for any problems that may occur with the lining of the well screen & the well redevelopment following the liner screen installation, if two different contractors are used. In addition, I could see a problem if the pump does not operate properly and someone other than myself has repaired it & supplied parts. I suggest that your purchasing department consider that they already have a qualified contractor, through the sealed public bid process, for the well redevelopment and pump work. It would be prudent to stay with the same contractor for the entire project to avoid any problems. That being said, I cannot accept any responsibility for any problems with the well or pumping equipment that may be caused by another contractor or supplier during the course of this project.

I trust that you find this information helpful. Please contact me if further information is needed.

Sincerely,

Barrie Miller





CITY OF DOVER

# CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.4.

Resolution Number: **R – 2008-10-22 - 160**  
Resolution Re: **Award of Bid#B09024 for Snow Plowing/Hauling Services for City Streets and Parking Lots**

WHEREAS: Sealed bid B09024 was requested and received for Snow Plowing/Hauling Services for City Streets and Parking lots on October 14, 2008 at 2:00 p.m.; and

WHEREAS: Responses were received from multiple vendors, as follows, for various prices and equipment at varying hourly rates with estimated annual expenditures expected to be in excess of \$25,000.00:

JP Towle Construction	Dover, NH
Bob Sherwood Landscape Co.	Dover, NH
Norman Gagnon Construction	Rollinsford, NH
Carl Spencer Trucking	Somersworth, NH
RSA Development LLC	Rochester, NH
R & M Paving Company	Dover, NH
Salmon Falls Nursery	Berwick, ME
Marshall Rental Center Inc	Kittery ME

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue Blanket Purchase Orders to the Vendors identified above given the rates provided October 14, 2008. The amount of this authorization shall be limited so as not to exceed available funding.

<b>Financing</b>			
<b>Account</b>	<b>Description</b>	<b>Appropriation</b>	<b>Balance</b>
1000-43125-4422-0000-00-30	CS - Contract Snow Plowing	85,000.00	85,000.00
1000-45149-4422-0000-00-35	Arena- Contract Snow Plowing	1,000.00	1,000.00

## AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Scott Myers  
By request

Approved as to Legal Form: Allan B. Krans, Sr.  
City Attorney

Recorded by: Karen Lavertu  
City Clerk



CITY OF DOVER

# CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.4.

Resolution Number: **R – 2008-10-22 - 160**  
Resolution Re: **Award of Bid#B09024 for Snow Plowing/Hauling Services for City Streets and Parking Lots**

## DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

## DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.4.

Resolution Number: **R – 2008-10-22 - 160**  
Resolution Re: **Award of Bid#B09024 for Snow Plowing/Hauling Services for City Streets and Parking Lots**

### RESOLUTION BACKGROUND MATERIAL:

The Community Service Department has found that it is more cost effective to contract out selected areas of its snow and ice removal responsibilities on streets and parking lots. To that end, an annual bid solicitation occurs for these services, and based on proposals received, staff assigns designated lots or areas of responsibility during a snowstorm. This solicitation allows the Community Services Department to better manage and track the costs of clearing school lots, public parking lots and outlying streets. The decision to use or not use certain vendors, or to supplement normal vendor assignments with additional contractual vendors, is determined by the Community Services staff on a storm-by-storm basis according to the severity of the storm.

### Bid Information:

The City of Dover has solicited by sealed bid to identify qualified, reliable snow removal contractors needed to assist City personnel in this necessary winter activity, “as needed”.

### Award Information:

Blanket purchase orders will be issued to the multiple vendors for the winter plowing season to be used as needed.

### Purchasing Information:

<b>Type:</b>	Purchase Order	<b>Advertised:</b>	Yes
<b>Invitations Mailed:</b>	32	<b>Number of Responses:</b>	8 and 1 NB
<b>Warranty:</b>	None	<b>Terms:</b>	Net 30, FOB Dover
<b>Work Bonded:</b>	NA	<b>Contract:</b>	No
<b>Prices will hold for:</b>	April 30, 2009	<b>Estimated Delivery:</b>	As needed
<b>Recommended Award to:</b>	Various	<b>Fund:</b>	Snow Removal
<b>Other Approvals Required:</b>	No	<b>References Checked:</b>	Satisfactory
<b>Previously Worked for City:</b>	Yes	<b>Reason for Council Approval:</b>	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.4.

Resolution Number: **R – 2008-10-22 - 160**  
Resolution Re: **Award of Bid#B09024 for Snow Plowing/Hauling  
Services for City Streets and Parking Lots**

### Vendor List B09024

David Doucette  
Excavating  
PO Box 694  
Berwick, ME 03901

David Roy  
101 Oldfields Road  
South Berwick, ME 03908

Nopano Construction  
14 Colonial Drive  
Rochester, NH 03839

Jason McKenna  
P. O. Box 128  
Rochester, NH 03867

SUR Construction  
PO Box 720  
Rochester, NH 03867

JP Towle Construction  
Corp.  
PO Box 1708  
Dover, NH 03821

IJC, LLC  
60 Farmington Road  
Rochester, NH 03867

Mick Construction Corp  
Main Street  
PO Box 210  
S. Berwick, ME 03908

William Renaud  
119 Knights Pond Road  
S. Berwick, ME 03908

LCG Limited  
PO Box 587  
Barrington NH 03825

Phipps Landscape  
589 Silver Street  
Rollinsford, NH 03869

KC Paving  
85 Knox Marsh Road  
Dover, NH 03820

Demers Brothers & Sons  
47 Berwick Road  
South Berwick ME 03908

JR Oberbey, Inc.  
175 Mt Vernon Street  
Dover, NH 03820

Salmon Falls Landscape  
211 Rte 4  
511 Portland Ave  
Berwick ME 03901

Houle Construction  
409 Valley Road  
N. Berwick, ME 03906

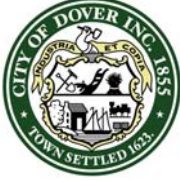
RM Paving  
50 Crosby Rd  
Dover NH 03820

TNT Trucking  
50 Old Dover Road  
Rochester NH 03867

RAM General Contractor  
25 Huckins Road  
Madbury, NH 03820

Bob Sherwood Landscaping  
55 Knox Marsh Road  
Dover, NH 03820

Al Laskey & L Sons  
376 Scruton Pond Road  
Barrington, NH 03825



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.4.

Resolution Number: **R – 2008-10-22 - 160**  
 Resolution Re: **Award of Bid#B09024 for Snow Plowing/Hauling Services for City Streets and Parking Lots**

GBT Trucking, LLC  
 621 Portland Street  
 Rochester, NH 03867

Parshley Trucking  
 14 Colonial Village  
 Somersworth, NH 03878

Nathan Winchell  
 33 Pork Street  
 Lebanon, ME 04027

DW Boisvert Trucking  
 368 Portland Street  
 Rochester, NH 03867

CAB Services, Inc.  
 PO Box 8  
 Dover, NH 03820

Allen McKenzie  
 PO Box 171  
 Lebanon, ME 04027-0171

Norman Gagnon  
 Construction  
 126 Goodwin Road  
 Rollinsford, NH 03869

Mike Paterau  
 River Valley Development  
 42 Mallard Ln  
 Dover NH 03820

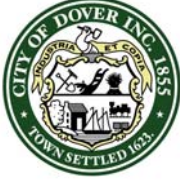
Dale R. Sprague  
 Construction Co. Inc.  
 PO Box 582  
 Dover, NH 03820

Carlton Spencer  
 Spencer Trucking &  
 Excavation  
 279 Green Street  
 Somersworth, NH 03878

Scott Blood Excavation LLC  
 PO Box 188  
 Hampton Falls, NH 03844

### Bid B09024 Results

<i>Vendor</i>	<i>Plowing</i>	<i>Hauling</i>	<i>Sanding</i>
J. P. Towle Construction Corp. PO Box 1708 Dover NH 03821-1708  (High School, Alt School Middle School and Arena)	924 Cat Loader with 12' plow (2 units) \$130 per hour	924 Cat Loader 2.5 yrd capacity @ \$110.00 per hr  and cat 287 skidsteer @ \$85.00 hr  sanding and hauling	



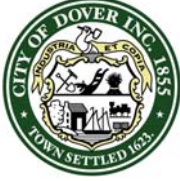
CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.4.

Resolution Number: **R – 2008-10-22 - 160**  
 Resolution Re: **Award of Bid#B09024 for Snow Plowing/Hauling Services for City Streets and Parking Lots**

<p>Bob Sherwood Landscape Co. 55 Knox Marsh Road Dover NH 03820</p> <p>Chestnut st Preferred</p> <p><b>** 4% fuel surcharge subject to change 30 days notice</b></p>	<p>truck with 8' - 9' plow \$65.00 per hour</p> <p>Bobcat loader plow and bucket @ \$55.00 per hr</p> <p>John Deere loader 2-3 yrd bucket @ \$85.00 per hr</p>	<p>6 wheel dump trucks 8 yards @ \$65.00 per hr</p>	<p>Sand trucks \$55.00 per hour</p>
<p>Norman Gagnon Construction 126 Goodwin Roads Rollinsford, NH 03869</p>		<p>10 wheel truck(s) 2 units /17yds \$50 per hour</p>	
<p>Carl Spencer Trucking 279 Green St Somersworth NH Locations preferred: Broadway Fire Butterfield Gym Library &amp; McConnell Durham Rd Fire Will take any lot</p>	<p>420 E Cat @ \$90.00 per hr</p>	<p>2004 Mack 10 Wheeler 15 yrd capacity @ \$65.00 per hr</p> <p>2007 cat 420E 1 ½ yrd bucket @ \$90.00 per hr hauling and sanding</p>	
<p>RSA Development LLC 60 Farmington Rd Rochester NH</p>		<p>Volvo w90 loader 3 yrd bucket @ \$ 70.00 per hr</p> <p>international tri- axel 72K capacity @ \$75.00 per hr sanding and hauling</p>	
<p>R &amp; M Paving Co 50 Crosby Rd Dover NH Any lot</p>	<p>Loader @ \$100.00 per hr</p>	<p>Mack tri-axle dump 18 yrd capacity @ \$85.00 per hr</p>	



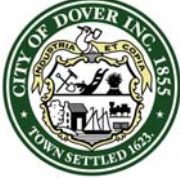
CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.4.

Resolution Number: **R – 2008-10-22 - 160**  
 Resolution Re: **Award of Bid#B09024 for Snow Plowing/Hauling Services for City Streets and Parking Lots**

<p>Salmon Falls Nursery 511 Portland Ave Berwick ME 03901</p> <p>Woodman park school Horne st school Garrison school Middle school Belknap st City hall 2 lots Library and McConnell First St Portland St School St Preferred city lots and library and Horne st and Garrison St Schools</p>	<p>F550 1 ton and CAT 262 @ \$60.00 hr</p>		<p>F550 1 ton \$55.00 hr</p>
<p>Marshall Rental Center Inc 56 State Rd Rte 1 Kittery ME 03904</p> <p>Dover High and Alt School Garrison School Middle School</p>	<p>6 wheel dump truck w/10 ft plow @ \$44.50 per hr</p> <p>¾ ton pick up w/8 ft plow @ \$44.50</p> <p>1 ton dump w/9 ft plow &amp; 2 yrd spreader Plow @ \$44.50</p>		<p>1ton dump w/9 ft plow &amp; 2 yrd spreader sanding @ \$74.50</p>
<p>SUR Construction 233 Chestnut Hill Rd Rochester NH 03867</p>	<p>No Bids</p>	<p>No Bids</p>	<p>No Bids</p>



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.5.

Resolution Number: **R – 2008.10.22.08 - 161**  
Resolution Re: ACCEPTANCE OF VARNEY BROOK LANDS LLC  
CONSERVATION EASEMENT

WHEREAS: Varney Brook Lands LLC with a principal place of business c/o Summit Land Development, 340 Central Avenue in Dover seeks to donate a conservation easement of 10.4 acres to the City of Dover in connection with the development of the Thornwood common area off Dover Point Road and Thornwood Lane;

WHEREAS: The Conservation Commission has reviewed and accepted the donation subject to a legal review of the environmental and dam issues on the development site; and

WHEREAS: The New Hampshire Department of Environmental Services Wetlands Bureau issued a Wetlands Permit on June 26, 2008 for this property contingent upon the execution of a conservation easement to the City of Dover.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The City Manager is authorized to execute the Conservation Easement Deed and all closing documents in order to accept the donation of the conservation easement from Varney Brook Lands, LLC involving land off Dover Point Road and Thornwood Lane.

AND, FURTHER BE IT RESOLVED:

This authority and acceptance is subject to the precondition that the New Hampshire Department of Environmental Services reviews and approves of the conservation easement and remediation of the contamination of the pond and the repair of the dam and issues written confirmation of the approval and the completion of the developer's responsibilities according to DES regulatory requirements.

### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Scott Myers  
By request

Approved as to Legal Form: Allan B. Krans, Sr.  
City Attorney

Recorded by: Karen Lavertu  
City Clerk



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.5.

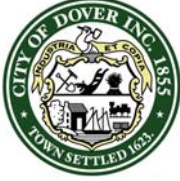
Resolution Number: **R – 2008.10.22.08 - 161**  
Resolution Re: ACCEPTANCE OF VARNEY BROOK LANDS LLC  
CONSERVATION EASEMENT

### DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

### DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.5.

Resolution Number: **R – 2008.10.22.08 - 161**  
Resolution Re: ACCEPTANCE OF VARNEY BROOK LANDS LLC  
CONSERVATION EASEMENT

### RESOLUTION BACKGROUND MATERIAL:

The Thornwood Development involves a mixed use (residential, retail and commercial) development of land located off Dover Point Road. The Planning Board approved the project on December 19, 2006. The Conservation Commission approved the acceptance of the conservation easement on February 4, 2008 subject to conditions including a legal review of liability issues.

The City Attorney in consultation with environmental lawyer Attorney John Peltonen, acting on behalf of the City, (but paid for by the developer) have reviewed the environmental and dam repair issues. As the result of the legal review, significant changes by the developer were made regarding the location of the easement area. The current easement area excludes the pond area containing contamination and the dam area which is in disrepair.

The closing on the donation will occur in escrow in order to allow the remediation of pond contaminants and the dam repair to proceed. An escrow agreement will assure that the deed will only be recorded upon receipt of written approval of DES indicating the remediation and dam repair have occurred pursuant to the regulatory oversight requirements of DES.

## CONSERVATION EASEMENT DEED

**THIS IS A TRANSFER TO AN INSTRUMENTALITY OF THE STATE AND IS  
EXEMPT FROM THE NEW HAMPSHIRE REAL PROPERTY TRANSFER TAX  
PURSUANT TO RSA 78-B:2, I**

**Varney Brook Lands, LLC**, a limited liability company organized under the laws of the State of New Hampshire and having a principal place of business c/o Summit Land Development of 340 Central Avenue, Suite 202, Dover, County of Strafford, State of New Hampshire 03820 (hereinafter referred to as the "Grantor," which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantors' successors and assigns), for consideration paid, with QUITCLAIM covenants, grants in perpetuity to **THE CITY OF DOVER**, a New Hampshire municipal corporation acting by and through its Conservation Commission pursuant to NH RSA 36-A:4, with a mailing address of 288 Central Avenue, Dover, County of Strafford, State of New Hampshire 03820, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns), the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to a certain parcel of land (herein referred to as the "Property"), being unimproved land situate northerly of the Dover Point Road, in the City of Dover, County of Strafford, State of New Hampshire, all as more particularly set forth on a plan captioned, "\_\_\_\_\_," prepared by Tri-Tech Engineering Corporation dated \_\_\_\_\_, to be recorded in the Strafford County Registry of Deeds, which said Property and Easement are more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

### **1. CONSERVATION PURPOSES**

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

- A. The preservation of open space with no buildings, parking lots, or other similar uses as may be allowed under current zoning applicable to the Property, such that it will be preserved as open space in a natural or park-like setting as described below; and
  
- B. The protection of natural habitats found in the wetland/upland complex of flora and fauna; and

C. The preservation and protection in perpetuity of the natural vegetation, soils, hydrology, natural habitat and the scenic and aesthetic character of the Property so that the Property retains its natural qualities and functions; and

D. The prevention of any future development, construction, or uses that will significantly impair or interfere with the conservation values of the Property while allowing the reserved rights of Grantor as allowed under Section 3; and

E. These purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the Open Space and Recreation Chapter of the City of Dover 2000 Master Plan, and with New Hampshire RSA 79-A which states:

"It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."; and

F. The preservation and conservation of wetlands vegetation, soils, hydrology and/or habitat as documented in the report dated \_\_\_\_\_ entitled "Conservation Easement \_\_\_\_\_" (the "Report"), which Report is on file at the office of the City Clerk of Grantee and is incorporated herein in full. The Report shall be periodically updated by the Grantee at no greater than ten (10) year intervals, and each such update shall be kept on file at the office of the City Clerk of Grantee; and

All of these purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

2. **USE LIMITATIONS** Subject to the reserved rights specified in Section 3 below.

A. Except as expressly described in this Conservation Easement Deed, the Property shall be maintained in perpetuity in an undeveloped and natural condition. No use shall be made of the Property, and no activity shall be permitted thereon, which is inconsistent with the intent of this Easement, that being the perpetual protection and preservation of the Property, as more particularly described in Section 1 herein.

B. The Property shall not be subdivided and none of the individual tracts, if any, that together comprise the Property shall be conveyed separately from one another.

C. There shall be no structures or improvements, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower, commercial facility, conduit or utility line, billboard or other means of advertising display, driveway or road made of asphalt or other impervious surface, mobile home or other temporary or permanent structure or improvement constructed, placed, or introduced onto the Property. However, ancillary structures and improvements including, but not limited to, a road, fence, bridge, access way to a bridge, culvert, or shed, and such ancillary structures permitted in Paragraph 3 hereof, may be constructed, placed, or introduced onto the Property only as necessary in the accomplishment of the conservation or noncommercial outdoor recreational uses of the Property, and provided that they are not detrimental to the scenic, recreational, wildlife habitat protection purposes of this Easement.

D. There shall be no removal, filling, or other disturbances of soil surfaces, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitats unless such activities:

i. Are commonly necessary in the accomplishment of the conservation, habitat management, or noncommercial outdoor recreational uses of the Property specifically reserved by Grantor and as allowed under Section 3 of this Easement; and

ii. Do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. Do not significantly impact wetland vegetation, soils, hydrology or habitat; and

iv. Are not significantly detrimental to the purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, and local permits and approvals shall be secured and such notices as may be required under Section 8 of this Easement shall be delivered.

E. There shall be no outdoor signs displayed on the Property except as desirable or necessary in the accomplishment of the conservation or noncommercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the purposes of this Easement.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of Sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, burning, or burial of refuse, trash, rubbish, debris, junk, waste, man-made materials or materials then known to be environmentally hazardous, including vehicle bodies or parts, or other similar substances.

H. There shall be no motorized vehicles or equipment, including but not limited to automobiles, trucks, motorcycles, motorbikes, construction equipment, ATVs or OHRVs (as defined in New Hampshire RSA 215-A), snowmobiles or other motorized vehicles or equipment which may now exist or later be created (collectively "Motorized Vehicles") allowed on the Property, except (i) as may be required for temporary access for maintenance, clean up, or installation of permitted improvements, and (ii) motorized handicap equipment (e.g., wheelchairs) on established trails only provided (a) Grantee provides access to persons with disabilities to the degree it may be required by law to do so, but in all cases consistent with the open space and conservation goals described in this Conservation Easement Deed, and (b) such motorized handicap equipment use is by persons having a medical condition or disability that reasonably requires such use.

I. There shall be no hunting or discharge of weapons or the carrying of weapons, camping, or the possession or use of alcoholic beverages on the Property.

J. All uses not specifically limited by this Section 2 are permitted, so long as such uses are consistent with the purposes of this Easement.

3. **RESERVED RIGHTS** Notwithstanding anything to the contrary contained in this Conservation Easement Deed, including, without limitation, the use limitations specified in Section 2 above:

A. The Grantor reserves the right to allow for conservation and passive recreational uses (and not for competition or events), such as cross-country skiing, snowshoeing, walking, fishing, picnicking, and bicycling limited to the established trails, including handicap access, all of which shall be allowed in a mutually agreeable manner, but only as the Property is able to provide such uses without unreasonable wear and tear or damage, or otherwise violate the purposes of the Easement. Provided, however, that such allowed activities are in designated areas, paths or trails as the Grantor and Grantee may mutually agree and with no unreasonable interference with, or damage to the Property, Grantor's abutting land, or the present or future improvements or activities thereon.

B. The Grantor reserves the right to limit the use of the Property so as not to interfere with the Grantor's abutting land, buildings or improvements. Use of the Property by the public shall be reasonable in all respects, including, but not limited to, number of people, time of day, safety issues, noise, and any events or activities ongoing on Grantor's remaining land. Access and use shall only be during daylight hours unless specific prior arrangements have been made with Grantor or Grantee, with notice to Grantor.

C. The Grantor reserves the right to post signs on the Property identifying its restrictive access, conservation purposes, and to advise of any conditions or changes, or to agree to similar signs provided by the City of Dover.

D. The Grantor reserves the right, but not the obligation, to construct and maintain a pedestrian bridge. All disturbance of the Easement Area caused by such construction activities shall be restored and documented to the Grantee. ✱

E. The Grantor reserves the right to conduct forestry and forest management activities for noncommercial purposes on the property including, but not limited to, cutting, planting and thinning. Such activities are subject to the requirements of Section 2.A and may only be conducted consistent with the conservation purposes of this Easement and for Grantors' use and improvement of the forest resources of the Property and not for the contemporaneous production of sale proceeds or use in barter transactions.

F. The parties recognize that the Property is subject to a twenty (20') foot sewer easement (Stafford County Registry of Deeds, Book 998, Page 972). The Grantor, and the holders of such easements, reserve the right and obligation, as may be applicable, together with the right to use motorized equipment reserved in Paragraph 2.H, to maintain, replace and repair such utilities, and to return the Property to its prior condition upon completion of such activities.

4. **NOTIFICATION OF TRANSFER, MAINTENANCE OR OTHER ACTIVITIES AND OBLIGATIONS OF GRANTEE**


A. The Grantor agrees to notify the Grantee in writing 10 days before the transfer of title to the Property. 10 days

B. The Grantee shall have no obligation to maintain the Property or pay any taxes or assessments thereon.

C. Except as otherwise specifically stated in this Easement, Grantor shall notify Grantee in writing thirty (30) days before exercising any reserved rights herein. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to evaluate the proposed activity for the purposes of this Easement.

#### **5. BENEFITS, BURDENS, AND ACCESS**

A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land, but shall be in gross and assignable or transferable only in accordance with Section 7 below.

B. The Grantee shall have access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement. The Grantee, however, shall have no obligation to carry out the Remedial Action Plan identified in Section 1.F. 

C. Members of the general public shall have access to the Property solely for the purposes stated herein.

#### **6. LEGAL REMEDIES OF GRANTEE**

A. When a breach of this Conservation Easement Deed, or conduct by anyone ("Offending Party") inconsistent with this Easement, comes to the attention of the aggrieved party ("Aggrieved Party"), the Aggrieved Party shall notify the Offending Party in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. The Offending Party shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Offending Party shall promptly notify the Aggrieved Party of its actions taken under this section.

C. If the Offending Party fails to take such proper action under the preceding paragraph, the Aggrieved Party shall, as appropriate to the purposes of this Easement, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the name of the Offending Party or to terminate such conduct.

D. Nothing contained in this Conservation Easement Deed shall be construed to entitle the either party to bring any action against the other for any injury to or change in the Property resulting from causes beyond the control of either, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by either party under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

F. No delay or omission by Aggrieved Party in the exercise of any right or remedy upon any breach by the Offending Party shall impair the Aggrieved Party's rights or remedies or be construed as a waiver.

G. The Aggrieved Party shall have the right to enforce this Easement by appropriate legal means and to obtain injunctive and other equitable relief against any violations, including without limitation, relief requiring restoration of the Property to its condition prior to the time of the violation, and shall be in addition to, and not limitation of, any other rights and remedies available to the Grantee.

H. The then Commissioner of the New Hampshire Department of Environmental Services shall have standing to seek mandamus or such other relief against Grantee and/or Grantor as may be necessary in the event Grantee and/or Grantor has not, in the Commissioner's opinion, taken steps necessary under this section to adequately preserve and protect the conservation purposes of this Easement.

## **7. RECORDING, ASSIGNMENT**

A. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement. The Grantor agrees to execute any such instrument upon the Grantee's request, provided that any such instrument is satisfactory to Grantor in form and substance.

B. The benefits of this Easement shall be in gross and the Grantee shall not assign or otherwise transfer them, except upon the written consent of Grantor at its sole discretion and except in the following instances and from time to time:

i. As a condition of any assignment, the Grantee requires that the conservation purposes of this Easement continue to be enforced, and

ii. The assignee, at the time of assignment, qualifies under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986 (as amended or replaced) and applicable regulations thereunder as an eligible donee to receive this Easement directly.

## **8. NOTICES**

All notices, requests and other communications, required or permitted to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

## **9. SEVERABILITY**

Subject to the approval of the New Hampshire Department of Environmental Services, the use of some or all of the Property may be used as a credit or for similar purpose in regard to approval of any wetlands, filling, or impact or wetland buffers it may find necessary or desirable in regard to the present or future development of Grantor's abutting land.

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

#### **10. CONDEMNATION**

A. The Grantor and the Grantee agree that the donation of this Easement gives rise to a real property right, immediately vested in the Grantee with a fair-market value that is equal to the proportionate value that this Easement, determined at the time of the gift, bears to the value of the unrestricted Property at that time. Such proportionate value of the Grantee's property right shall remain constant. Grantor's conveyance of any portion of the Property "subject to" this Easement will not entitle the Grantee to share in any proceeds of sale.

B. Notwithstanding the foregoing, whenever all or part of the Property is taken in exercise of eminent domain by public authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all damages paid to Grantor.

#### **11. ADDITIONAL EASEMENT**

Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization, described in Section 5.A. above, accepts and records the additional easement.

#### **12. SEPARATE PARCEL**

A. The Grantor agrees that for the purpose of determining compliance with any present or future bylaw, order, ordinance, or regulation (within this section referred to as "legal requirements") of the City of Dover, the State of New Hampshire or any other governmental unit, the Property shall be deemed a separate parcel of land (although not a separately subdivided parcel of land) and shall not be taken into account in determining whether any land of the Grantor, other than the Property, complies with any said legal requirements. The Property shall not be taken into account to satisfy in whole or in part any of said legal requirements or any area, density, setback or other dimensional standard applicable to such land.

B. Subject to applicable State and local tax laws and regulations, the Property shall remain in current use if it is in current use at the time of the recording of this deed. (If it is not, then nothing shall preclude Grantor from applying to place the Property into current use in the future.)

#### **13. MERGER**

The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or

assign shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of merger or any other legal doctrine.

**14. AMENDMENT**

This Conservation Easement Deed may be amended in whole or in part by written document duly recorded in the Strafford County Registry of Deeds, executed by Grantor and Grantee, provided that any such amendment is consistent with purposes of this Easement.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

This is a conveyance to the state, a state agency, a county, a city, a town and/or village district pursuant to NH RSA 78-B:2 and is exempt from the New Hampshire Real Estate Transfer Tax.

IN WITNESS WHEREOF, we have hereunto set our hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

SIGNATURE PAGES TO FOLLOW

**GRANTOR:  
VARNEY BROOK LANDS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ (printed or typed)

Its: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2008 before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the duly authorized \_\_\_\_\_ of Varney Brook Lands, LLC, and that he in such capacity, being authorized so to do, executed the foregoing instrument for the purposes contained therein, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public / Justice of the Peace  
My Commission Expires: \_\_\_\_\_

ACCEPTED BY GRANTEE:

**CITY OF DOVER**

By: \_\_\_\_\_  
J. Michael Joyal, Jr., City Manager  
Duly Authorized

**CONSERVATION COMMISSION**

By: \_\_\_\_\_  
Thomas R. Fargo, Chairman  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned officer, personally appeared J. Michael Joyal, Jr. who acknowledged himself to be the duly authorized City Manager of the City of Dover, and that he in such capacity, being authorized so to do, executed the foregoing instrument for the purposes contained therein, on behalf of the City of Dover.

\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned officer, personally appeared Thomas R. Fargo, known to me (or satisfactorily proven) to be the Chairman and authorized agent for the Conservation Commission and that he in such capacity, being authorized so to do, executed the following instrument for purposes contained therein on behalf of the Conservation Commission.

\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires: \_\_\_\_\_

**APPENDIX A**

**DESCRIPTION OF PROPERTY**

\*\* Appendix A to Cons. Easement to be inserted here. \*\*

D. 10-02-08

## ESCROW AGREEMENT

This Escrow Agreement dated \_\_\_\_\_, 2008 by and among \_\_\_\_\_, a \_\_\_\_\_ (the "Developer"), City of Dover (the "City") and Sheehan Phinney Bass + Green, PA with an address of 1000 Elm Street, Manchester, New Hampshire 03101 (the "Escrow Agent").

Subject to approval of this agreement by the City Council for the City of Dover, and, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Developer owns certain real property located in the City of Dover, sometimes referred to as the Elliot Rose Farm, shown on its tax records as Map \_\_\_\_\_ Lot \_\_\_\_\_ ("Property");
2. As a condition to developing the Property, New Hampshire Department of Environmental Services is requiring Developer to convey to the City a conservation easement over a portion of the Property ("Conservation Easement Deed");
3. The Property subject to the Conservation Easement Deed is not in compliance with all environmental laws and regulations.
4. The City is unwilling to accept the Conservation Easement Deed until New Hampshire Department of Environmental Services issues a "No Further Action Letter", demonstrating that the property that is the subject of the Conservation Easement Deed has been fully remediated in accordance with all environmental laws and regulations.
5. Deposit of Conservation Easement Deed. Upon the execution of this Escrow Agreement, the Developer and City are delivering to the Escrow Agent a fully executed Conservation Easement Deed ("Deed"), the receipt of which is hereby acknowledged by the Escrow Agent.
6. Release of Deed. The Escrow Agent will hold the Deed in its possession until receipt of a copy of the No Further Action Letter. Upon receipt of the No Further Action Letter, the Escrow Agent shall record the Deed in the Strafford County Registry of Deeds.
7. Specific Undertakings of Developer and City. As conditions of this agreement, Developer agrees as follows:
  - (a) to excavate contaminated sediments from the pond that lies within the bounds of the easement;
  - (b) to remove and properly dispose of these sediments in an area that is outside of the bounds of the easement to prevent the reintroduction of these sediments into the area within the

bounds of the easement;

(c) to excavate ash that is within the bounds of the easement and to remove and dispose of this ash off-site;

(d) to properly maintain the dam that is located outside the bounds of the easement;

(e) to manage all of its property, including the property within the bounds of the easement, to prevent the migration of contaminants into the property that is within the bounds of the easement; and

(f) to fully remediate the property that is the subject of the easement in compliance with state and federal statutes and regulations.

8. Concerning the Escrow Agent. While the Escrow Agent shall not charge a fee for its services hereunder, Developer and City jointly and severally agree to reimburse Escrow Agent for all costs incurred by it, including attorneys' fees and court costs. The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving notice of such resignation to the Developer and the City, specifying a date when such resignation shall take effect. Upon such notice, Developer and City shall provide Escrow Agent with written instructions signed by them directing Escrow Agent to release the funds to the successor escrow agent. The Developer and the City hereto shall have the right at any time upon their mutual consent to substitute a new Escrow Agent by giving notice thereof to the Escrow Agent then acting and directing the Escrow Agent to release the Escrow Funds to the substitute escrow agent. Upon any such resignation or substitution, Escrow Agent shall be released from its liabilities hereunder.

9. If conflicting demands are made to Escrow Agent, or notices served upon Escrow Agent with respect to this Agreement, or if Escrow Agent fails to receive the No Further Action Letter on or before \_\_\_\_\_, or Escrow Agent fails to receive the written instructions as to a new successor escrow agent before the effective date of the resignation of Escrow Agent contemplated in Section 4 above, the parties expressly agree that Escrow Agent shall be entitled to file a suit in interpleader in any court of competent jurisdiction (at Developer's and City's expense which may be deducted from the Escrowed Funds before submitting them to court) and obtain an order from the court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the filing of the action in interpleader, Escrow Agent shall be fully released and discharged from any obligations imposed upon it by this Agreement.

10. The Escrow Agent undertakes to perform such duties as are specifically set forth herein and no others. Escrow Agent may conclusively rely, and shall be protected in acting or refraining from acting, on any written notice, instrument, or signature purported to have been signed or presented by the proper party or parties duly authorized to do so. The Escrow Agent shall have no responsibility for the contents of any writing contemplated herein and may rely without any liability upon the contents thereof. The Escrow Agent shall not be liable for any action taken or omitted by him in good faith and believed by him to be authorized hereby or

within the rights or powers conferred upon him hereunder, nor for action taken or omitted by him in good faith, and in accordance with advice of counsel (which counsel may be of the Escrow Agent's own choosing), and shall not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by its or willful misconduct. Escrow Agent shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure to comply with any of the provisions of any agreement, contract or other instrument filed with Escrow Agent or referred to herein. Escrow Agent's duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as Escrow Agent and for their disposition in accordance with the joint written instructions of Developer and City.

11. If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, or if Escrow Agent shall, as a result of any matter relating hereto, suffer any losses, costs or damages, Developer and City agree, jointly and severally, to hold Escrow Agent free and harmless from all such losses, expenses, costs and damages, including attorneys' fees, that may be suffered by it by reason thereof except for losses or expenses as may arise from Escrow Agent's willful misconduct.

12. Miscellaneous.

(a) This Escrow Agreement shall be construed by and governed in accordance with the laws of the State of New Hampshire.

(b) This Escrow Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

(c) This Escrow Agreement may be executed in one or more counterparts, but all such counterparts shall constitute but one and the same instrument.

(d) Section headings contained in this Escrow Agreement have been inserted for reference purposes only, and shall not be construed as part of this Escrow Agreement.

(e) All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, registered or certified mail, postage prepaid:

If to City:

City of Dover

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

If to the Developer:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

If to the Escrow Agent: Sheehan Phinney Bass + Green, PA  
1000 Elm Street  
Manchester, New Hampshire 03101  
Attn: John E. Peltonen, Esquire

or such other addresses as any party may have furnished to the others in writing, in accordance herewith.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed and delivered on the date first above written.

**THE CITY:**

**CITY OF DOVER**

By: \_\_\_\_\_

Name:

Title:

**THE DEVELOPER:**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

**THE ESCROW AGENT:**

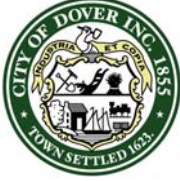
**SHEEHAN PHINNEY BASS + GREEN, PA**

By: \_\_\_\_\_

Name:

Title:

g:\jpeltonen\dover thornwood\escrow agreement w jep edits 091608.doc



CITY OF DOVER

# CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.10.08 – 162**  
Resolution Re: **B09020 Construction of NHDOT bridge 136-123  
Washington Street over Cochecho River**

WHEREAS: Requests for sealed Bid B09020 were issued and received for the construction of the NHDOT Bridge 136-123 Washington St over the Cochecho River on September 23, 2008 @ 2:00PM; and

WHEREAS: The low bid response deemed most advantageous to the city was submitted by T Buck Construction in the amount of \$3,914,823.00 . The State of New Hampshire Department of Transportation (NH DOT) approved the bid submitted by T Buck Construction on September 30, 2008. The NH DOT will provide \$3,058,930 in funding for construction of the bridge, representing approximately 80% funding for the project. The remaining 20% to be funded by the City through bond proceeds and transportation improvement reserve monies; and

WHEREAS: There is unexpended bond proceeds from the Sixth Street/Indian Brook Drive project, and unexpended bond proceeds from the Dover Point Road water main replacement project, and unexpended bond proceeds from the Durham Road and Glenwood Avenue sewer main projects; and

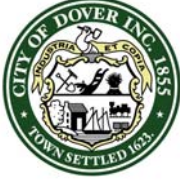
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The City Council approves reprogramming unexpended bond proceeds as detailed below:

Account	Description	Current Budget	Adjustment	Adjusted Budget
4007-43121-4751-3139-07-30	CS Streets Sixth St/Indian Brook Drive	2,998,266	(784,751)	2,213,515
4007-43122-4752-3331-07-18	TIP Cochecho River Bridge	1,156,000	784,751	1,940,751
5300-43320-4754-3535-06-30	Water Main - Dover Point Road	150,000	(102,400)	47,600
5300-43320-4757-3531-06-30	Water Main Replacement - Bridge	0	102,400	102,400
5320-43250-4757-4543-07-30	Sewer Main - Durham Road	178,071	(87,942)	90,129
5320-43250-4757-4550-07-30	Sewer Main - Bridge Project	0	87,942	87,942
5320-43250-4757-4541-05-30	Sewer Main - Glenwood Avenue	114,609	(105,383)	9,226
5320-43250-4757-4550-05-30	Sewer Main - Bridge Project	0	105,383	105,383

FURTHER BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a purchase order to T Buck Construction, Inc of Auburn ME in the amount of \$4,306,305.00 based on the bid amount of \$3,914,823.00 and corresponding rates provided September 23, 2008 plus a 10% contingency in the amount of \$391,482. The amount of this authorization shall be limited so as not to exceed available funding.



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

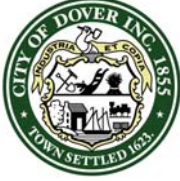
Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.10.08 – 162**  
Resolution Re: **B09020 Construction of NHDOT bridge 136-123  
Washington Street over Cochecho River**

### Financing

Account	Description	Appropriation	Balance	Charge
4005-43122-4752-3331-05-18	TIP Cochecho Bridge	1,500,000.00	1,155,052.15	1,155,052.15
4007-43122-4752-3331-07-18	TIP Cochecho Bridge	1,940,751.00	1,937,814.93	1,937,814.93
4008-43122-4752-3331-08-18	TIP Cochecho Bridge	1,255,619.00	1,255,619.00	917,712.92
5300-43320-4757-3531-06-30	Water Main Replacement - Bridge	102,400.00	102,400.00	102,400.00
5320-43250-4757-4550-07-30	Sewer Main - Bridge Project	87,942.00	87,942.00	87,942.00
5320-43250-4757-4550-05-30	Sewer Main - Bridge Project	105,383.00	105,383.00	105,383.00
		<u>4,992,095.00</u>	<u>4,644,211.08</u>	<u>4,306,305.00</u>

**In accordance with the NH Municipal Finance Act, RSA 33 and the City Charter provisions C6-6 and C6-14 a PUBLIC HEARING IS REQUIRED for this resolution and must be approved by a 2/3 majority vote of the City Council. To be referred to public hearing and 2/3 vote on November 12, 2008.**



CITY OF DOVER

# CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.10.08 – 162**  
Resolution Re: **B09020 Construction of NHDOT bridge 136-123  
Washington Street over Cochecho River**

## AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Scott Myers  
By request

Approved as to Legal Form: Allan B. Krans, Sr.  
City Attorney

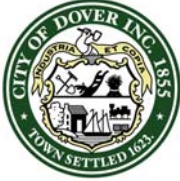
Recorded by: Karen Lavertu  
City Clerk

## DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

## DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.10.08 – 162**  
Resolution Re: **B09020 Construction of NHDOT bridge 136-123  
Washington Street over Cochecho River**

### RESOLUTION BACKGROUND MATERIAL:

The proposed vehicular bridge at the end of Washington Street over the Cochecho River is necessary to realize the full redevelopment potential of the City's waterfront property. The Washington Street Bridge is the key component of the City's efforts to revitalize downtown Dover through the redevelopment of the former Public Works garage site. The project proposes to build a vehicular bridge where the pedestrian bridge now stands. That bridge would be moved over and would remain to serve as the City's signature sidewalk (pedestrian facility) for the crossing. The purpose of the new bridge is simply to provide the easy access required to the City's Riverfront parcel to facilitate planned development and to provide a safe, efficient traffic flow loop that allows the one-way Henry Law Avenue traffic to travel north into downtown. Past studies have shown that the River St.-Henry Law access is not adequate, close enough, or capable of handling the development volumes associated with Riverfront development, therefore a new bridge becomes the lynch-pin in precipitating that economic development. The project will provide the access to the Riverfront development area needed to make said development viable. Estimated useful life of bridges is usually 50 years. That number may be increased with regular maintenance procedures.

The Washington Street Bridge project has been included in three previous versions of the New Hampshire Department of Transportation's (NHDOT's) Ten Year plan. This bridge project is contained in all riverfront redevelopment master plans and the Transportation Chapter of the Dover Master Plan, and the local funding for the project is included in the Transportation Improvement Program portion of the City's Capital Improvement Program. The state's Ten Year Plan shows an engineering start in federal FY2007, with construction in FY2008-9. The City's bonded and other funds make up the required 20% match.

The City (in the Municipally-Managed Project Agreement) must agree to manage the project as we have previous TIP projects. The NH Department of Transportation and the Federal Highway Administration have previously required execution of the standard municipally-managed project agreement for the project and have reviewed the bids and have approved the award of bid to the low bidder. The purpose of the municipally-managed project process is to reduce the overall cost of each project in order to reduce the City's stated 20% share of the total cost. The cost of the City's administrative hours expended towards planning, permitting, contract management, design review, construction management, and right of way acquisition may be billed to the project cost. Previously, these costs had been billed to the Federal Highway Administration as a cost from the NH Department of Transportation. This process will help ensure that there is comprehensive local control of the project concept, design, construction management, and budget. Previously these areas were under the control of NH DOT even if the facilities were under City jurisdiction.



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.10.08 – 162**  
Resolution Re: **B09020 Construction of NHDOT bridge 136-123  
Washington Street over Cochecho River**

Unexpended bond proceeds exist from the Sixth Street/Indian Brook Drive project due to the City obtaining grant funding from the State of New Hampshire Department of Transportation for a portion of the costs associated with the roadway improvements at Exit #9 Spaulding Turnpike and reimbursement of costs associated with installation of signalization at the Park & Ride/Indian Brook Drive location. The City obtained other funding for the Sixth Street/Indian Brook Drive project through Planning Board conditional approval of abutting development projects. These sources of funding resulted in unexpended bond proceeds.

The unexpended funds from sewer are left over from the Glenwood Avenue sewer replacement that was done in 2005. The other left over funding is from the Durham Road sewer replacement that was done in 2006. Both projects are complete and the left over funding is not needed.

The unexpended funds from water are left over from the Dover Point water main replacement that was done in 2003, 2004, and 2005. The left over amount of 150,000 in the 2006 CIP was intended to be used on Old Dover Point Road, but is not near enough to do the project.

### Award Information:

A purchase order will be issued to the vendor selected to authorize future expenditures.

### Purchasing Information:

<b>Type:</b>	Purchase Order	<b>Advertised:</b>	Yes
<b>Invitations Mailed:</b>	30	<b>Number of Responses:</b>	5
<b>Warranty:</b>	Per manufacturers	<b>Terms:</b>	Net 30, FOB Dover
<b>Work Bonded:</b>	Yes	<b>Contract:</b>	Yes, State NH
<b>Prices will hold for:</b>	Until Completion	<b>Estimated Delivery:</b>	As needed
<b>Recommended Award to:</b>	T Buck Construction	<b>Fund:</b>	TIP
<b>Other Approvals Required:</b>	Yes State NH	<b>References Checked:</b>	Satisfactory
<b>Previously Worked for City:</b>	No	<b>Reason for Council Approval:</b>	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.10.08 – 162**  
Resolution Re: **B09020 Construction of NHDOT bridge 136-123  
Washington Street over Cochecho River**

### Vendor Solicitation List:

AGM Marine Contractors, Inc  
30 Echo road  
Mashpee, MA 02649

Miller Construction, Inc  
3013 US RT 5 south  
PO Box 86  
Windsor, VT 05089-0086

Audley, R.S., Inc  
609 TR 3A  
Bow, NH 03304

Austin Construction, Inc  
1149 Main Street  
Concord, VT 05824-9771

Bazin Bros. Trucking, Inc  
2425 Back Westminster Road  
Westminster, VT 05158

Beck & Bellucci, Inc  
10 Salisbury Road  
PO Box 429  
Franklin, NH 03235-0429

Blow & Cote, Inc  
815 VT RTE 15E  
Morrisville VT 05661

Piscopo, James S. G.C. Inc  
Rte 3  
PO Box 130  
Winnisquam, NH 03289

Cairns, George R & Son, Inc  
8 Ledge Road  
Windham, NH 03087

CCS Constructors, LLC  
138 Munson Ave  
PO Box 1030  
Morrisville, VT 05661

Chesterfield Associates  
56 south country road  
PO Box 1229  
W. Hampton Beach, NY  
11978

Cianbro Corporation  
One Hunnewell Square  
PO Box 1000  
Pittsfield, ME 04967

North East Earth Mechanics Inc.  
159 Barnstead Road  
Pittsfield, NH 03263

Virgin Construction Corp  
346 Lakeshore Drive  
West Franklin, NH 03235

N. Pandelena Construction Co  
6 Starwood Drive  
Hampstead NH 03811

Daniels, Neil H, Inc  
4409 Route 5 south  
PO Box 246  
Ascutney, VT 05030

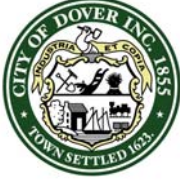
E.T. & L.  
873 Great Road  
PO Box 295  
Stow, MA 01775

Evroks Corp.  
31 Bay Road  
PO Box 669  
Winnisquam, NH 03289

Gove Construction Services Co  
Inc  
170 West Road  
PO Box 6606  
Portsmouth, NH 03802-6606

Hanson Construction LTD,  
Michael  
1252 County Road  
New London, NH 03257

Morrill Construction Co  
190 Horse Meadow  
PO Box 400  
No. Haverhill, NH 03774



CITY OF DOVER

# CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.6.

Resolution Number: **R – 2008.10.08 – 162**  
Resolution Re: **B09020 Construction of NHDOT bridge 136-123  
Washington Street over Cochecho River**

Knowles Industrial Services  
295 New Portland Road  
Gorham, ME 04038

Kodiak Corporation  
65 Glenn Street  
Lawrence MA 01843

Lane Construction Corp.  
965 East Main Street  
Meriden, CT 06450

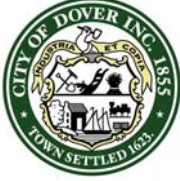
McDonald, JA Inc  
585 Gilman road  
PO Box 132  
Lyndon Center, VT 05850

Merrill, FL Construction  
619 Sand Road  
Pembroke NH 03275

The Middlesex Corporation  
1 Spectacle Pond Road  
Littleton, MA 01460

### Results B09020

<b>TBuck Construction</b>	<b>\$3,914,823.00</b>
<b>RM Piper</b>	<b>\$3,918,202.75</b>
<b>CMP Constructors</b>	<b>\$4,267,561.00</b>
<b>Wyman &amp; Simpson</b>	<b>\$4,274,645.00</b>
<b>EW Sweet Inc</b>	<b>\$4,498,387.50</b>



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.7.

Resolution Number: **R – 2008.10.22 - 163**  
Resolution Re: AMENDMENTS TO MCCONNELL CENTER LEASES

WHEREAS: The amendments to the McConnell Center Lease Agreements are for the annual rent adjustments that are a part of the McConnell Center revenue budget as approved by the City Council; and

WHEREAS: The amendments are necessary to formally change the paperwork that we have on file for each tenant.

WHEREAS: The McConnell Center Advisory Committee approved the lease amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The City Manager is authorized to execute the McConnell Center Lease Amendments.

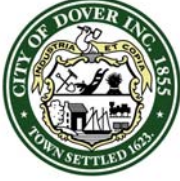
### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Scott Myers  
By request

Approved as to Legal Form: Allan B. Krans, Sr.  
City Attorney

Recorded by: Karen Lavertu  
City Clerk



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.7.

Resolution Number: **R – 2008.10.22 - 163**

Resolution Re: **AMENDMENTS TO MCCONNELL CENTER LEASES**

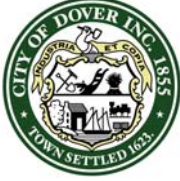
### DOCUMENT HISTORY:

First Reading Date:  
Approved Date:

Public Hearing Date:  
Effective Date:

### DOCUMENT ACTIONS:

<b>VOTING RECORD</b>		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.A.7.

Resolution Number: **R – 2008.10.22 - 163**

Resolution Re: AMENDMENTS TO MCCONNELL CENTER LEASES

### RESOLUTION BACKGROUND MATERIAL:

The CAP lease was approved at the September 22, 2008 meeting and the Easter Seals addendum was in place prior to the formation of the McConnell Committee and now needs Council approval similar to all other lease agreements prior to the seating of the Committee.



CITY OF DOVER

288 CENTRAL AVENUE  
DOVER, NH 03820  
WWW.CI.DOVER.NH.US  
603.516.6000

**ANNUAL AMENDMENT TO LEASE AGREEMENT**

**MCONNELL CENTER**

This is an amendment to the Lease Agreement entered into on the 23rd day of May, 2006 by and between SEACOAST HOSPICE located at 10 Hampton Road, Exeter, New Hampshire 03833 formerly called the "TENANT" and hereinafter called "LESSEE" and The City of Dover, New Hampshire, of 288 Central Ave., Dover, County of Strafford and State of New Hampshire (formerly called the "LANDLORD" and hereinafter referred to as "LESSOR").

NOW COME, the parties who hereby agree to amend as follows:

The terms of the lease agreement require an annual adjustment to the Operations/Maintenance component of the total rent charges.

The parties agree for the time period of JULY 1, 2008 to JUNE 30, 2009 to adjust the TOTAL RENT by adjusting the Operations/Maintenance component of the total rent as stated in the following chart:

SEACOAST HOSPICE 768 Sq ft

Component	Rate	Annual	Monthly
Fixed Rent	\$6.50	\$4,992.00	\$416.00
Capital Reserve	\$0.40	\$307.20	\$25.60
Utilities (*)	\$5.64	\$4,331.52	\$360.96
Other as agreed	0	0	0
Total Rent Assessment	\$12.54	\$9,630.72	\$802.56

All other provisions of the lease remain in full force and effect.

SEACOAST HOSPICE

\_\_\_\_\_  
Duly authorized

\_\_\_\_\_  
Print name

CITY OF DOVER

\_\_\_\_\_  
J. Michael Joyal  
City Manager

\_\_\_\_\_  
Date



CITY OF DOVER

288 CENTRAL AVENUE  
DOVER, NH 03820  
WWW.CI.DOVER.NH.US  
603.516.6000

## ANNUAL AMENDMENT TO LEASE AGREEMENT

### MCONNELL CENTER

This is an amendment to the Lease Agreement entered into on the 19<sup>th</sup> day of December, 2006 by and between DOVER DAYCARE LEARNING CENTER, INC, d/b/a DOVER CHILDREN'S CENTER located at 43 Back River Road, Dover, New Hampshire, 03820 formerly called the "TENANT" and hereinafter called "LESSEE" and The City of Dover, New Hampshire, of 288 Central Ave., Dover, County of Strafford and State of New Hampshire (formerly called the "LANDLORD" and hereinafter referred to as "LESSOR").

NOW COME, the parties who hereby agree to amend as follows:

The terms of the lease agreement require an annual adjustment to the Operations/Maintenance component of the total rent charges.

The parties agree for the time period of JULY 1, 2008 to JUNE 30, 2009 to adjust the TOTAL RENT by adjusting the Operations/Maintenance component of the total rent as stated in the following chart:

DOVER CHILDREN'S CENTER 3,666 Sq Ft

Component	Rate	Annual	Subsidy	Monthly
Fixed Rent	\$6.50	\$23,829.00		\$1,985.75
Capital Reserve	\$0.00	\$0.00		\$0.00
Utilities (*)	\$5.64	\$20,676.24		\$1,723.02
Other as agreed	0	0		0
Total Rent Assessment	\$12.14	\$44,505.24	(\$34,460.40)	\$837.07

All other provisions of the lease remain in full force and effect.

DOVER DAYCARE LEARNING CENTER, INC.

\_\_\_\_\_  
Duly authorized

\_\_\_\_\_  
Print name

CITY OF DOVER

\_\_\_\_\_  
J. Michael Joyal  
City Manager

\_\_\_\_\_  
Date



CITY OF DOVER

288 CENTRAL AVENUE  
DOVER, NH 03820  
WWW.CI.DOVER.NH.US  
603.516.6000

## ANNUAL AMENDMENT TO LEASE AGREEMENT

### MCONNELL CENTER

This is an amendment to the Lease Agreement entered into on the 1<sup>st</sup> day of October, 2006 by and between UNIVERSITY SYSTEM OF NEW HAMPSHIRE located at 27 CONCORD ROAD, LEE, NEW HAMPSHIRE 03824-6624 formerly called the "TENANT" and hereinafter called "LESSEE" and The City of Dover, New Hampshire, of 288 Central Ave., Dover, County of Strafford and State of New Hampshire (formerly called the "LANDLORD" and hereinafter referred to as "LESSOR").

NOW COME, the parties who hereby agree to amend as follows:

The terms of the lease agreement require an annual adjustment to the Operations/Maintenance component of the total rent charges.

The parties agree for the time period of JULY 1, 2008 to JUNE 30, 2009 to adjust the TOTAL RENT by adjusting the Operations/Maintenance component of the total rent as stated in the following chart:

UNH SOCIAL WORK OUTREACH CENTER 697 Sq ft

Component	Rate	Annual	Monthly
Fixed Rent	\$6.50	\$4,530.50	\$377.54
Capital Reserve	\$0.40	\$278.80	\$23.23
Utilities (*)	\$5.64	\$3,931.08	\$327.59
Other as agreed	0	0	0
Total Rent Assessment	\$12.54	\$8,740.38	\$728.37

All other provisions of the lease remain in full force and effect.

UNIVERSITY SYSTEM OF NEW HAMPSHIRE

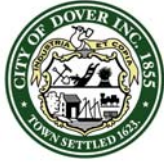
\_\_\_\_\_  
Duly authorized

\_\_\_\_\_  
Print name

CITY OF DOVER

\_\_\_\_\_  
J. Michael Joyal  
City Manager

\_\_\_\_\_  
Date



CITY OF DOVER

288 CENTRAL AVENUE  
DOVER, NH 03820  
WWW.CI.DOVER.NH.US  
603.516.6000

## ANNUAL AMENDMENT TO LEASE AGREEMENT

### MCONNELL CENTER

This is an amendment to the Lease Agreement entered into on the 8<sup>th</sup> day of December, 2006 by and between HUB FAMILY RESOURCE CENTER located at 23 Atkinson Street, Dover, New Hampshire, 03820 formerly called the "TENANT" and hereinafter called "LESSEE" and The City of Dover, New Hampshire, of 288 Central Ave., Dover, County of Strafford and State of New Hampshire (formerly called the "LANDLORD" and hereinafter referred to as "LESSOR").

NOW COME, the parties who hereby agree to amend as follows:

The terms of the lease agreement require an annual adjustment to the Operations/Maintenance component of the total rent charges.

The parties agree for the time period of JULY 1, 2008 to JUNE 30, 2009 to adjust the TOTAL RENT by adjusting the Operations/Maintenance component of the total rent as stated in the following chart:

HUB FAMILY RESOURCE CENTER 2583 Sq Ft

Component	Rate	Annual	Subsidy	Monthly
Fixed Rent	\$6.50	\$16,789.50		\$1,399.13
Capital Reserve	\$0.00	\$0.00		\$0.00
Utilities (*)	\$5.64	\$14,568.12		\$1,214.01
Other as agreed	0	0		0
Total Rent Assessment	\$12.14	\$31,357.62	(\$10,400.52)	\$1,746.43

All other provisions of the lease remain in full force and effect.

HUB FAMILY RESOURCE CENTER

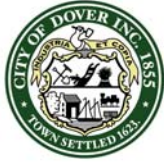
\_\_\_\_\_  
Duly authorized

\_\_\_\_\_  
Print name

CITY OF DOVER

\_\_\_\_\_  
J. Michael Joyal  
City Manager

\_\_\_\_\_  
Date



CITY OF DOVER

288 CENTRAL AVENUE  
DOVER, NH 03820  
WWW.CI.DOVER.NH.US  
603.516.6000

**ANNUAL AMENDMENT TO LEASE AGREEMENT**

**MCONNELL CENTER**

This is an amendment to the Lease Agreement entered into on the 11<sup>th</sup> day of October, 2006 by and between AGELESS DREAMER FOUNDATION located at P.O. BOX 47, Dover, New Hampshire, 03820 formerly called the "TENANT" and hereinafter called "LESSEE" and The City of Dover, New Hampshire, of 288 Central Ave., Dover, County of Strafford and State of New Hampshire (formerly called the "LANDLORD" and hereinafter referred to as "LESSOR").

NOW COME, the parties who hereby agree to amend as follows:

The terms of the lease agreement require an annual adjustment to the Operations/Maintenance component of the total rent charges.

The parties agree for the time period of JULY 1, 2008 to JUNE 30, 2009 to adjust the TOTAL RENT by adjusting the Operations/Maintenance component of the total rent as stated in the following chart:

AGELESS DREAMER 345 Sq ft

Component	Rate	Annual	Monthly
Fixed Rent	\$6.50	\$2,242.50	\$186.88
Capital Reserve	\$0.40	\$138.00	\$11.50
Utilities (*)	\$5.64	\$1,945.80	\$162.15
Other as agreed	0	0	0
Total Rent Assessment	\$12.54	\$4,326.30	\$360.53

All other provisions of the lease remain in full force and effect.

**AGELESS DREAMER FOUNDATION**

\_\_\_\_\_  
Duly authorized

\_\_\_\_\_  
Print name

**CITY OF DOVER**

\_\_\_\_\_  
J. Michael Joyal  
City Manager

\_\_\_\_\_  
Date



CITY OF DOVER

288 CENTRAL AVENUE  
DOVER, NH 03820  
WWW.CI.DOVER.NH.US  
603.516.6000

## ANNUAL AMENDMENT TO LEASE AGREEMENT

### MCONNELL CENTER

This is an amendment to the Lease Agreement entered into on the 13<sup>th</sup> day of June, 2006 by and between DOVER ADULT LEARNING CENTER OF STRAFFORD COUNTY located at 22 ATKINSON STREET, DOVER, NEW HAMPSHIRE, 03820 formerly called the "TENANT" and hereinafter called "LESSEE" and The City of Dover, New Hampshire, of 288 Central Ave., Dover, County of Strafford and State of New Hampshire (formerly called the "LANDLORD" and hereinafter referred to as "LESSOR").

NOW COME, the parties who hereby agree to amend as follows:

The terms of the lease agreement require an annual adjustment to the Operations/Maintenance component of the total rent charges.

The parties agree for the time period of JULY 1, 2008 to JUNE 30, 2009 to adjust the TOTAL RENT by adjusting the Operations/Maintenance component of the total rent as stated in the following chart:

DOVER ADULT LEARNING CENTER OF STRAFFORD COUNTY 5000 Sq Ft

Component	Rate	Annual	Subsidy	Monthly
Fixed Rent	\$6.50	\$32,500.00		\$2,708.33
Capital Reserve	\$0.00	\$0.00		\$0.00
Utilities (*)	\$5.64	\$28,200.00		\$2,350.00
Other as agreed	0	0		0
Total Rent Assessment	\$12.14	\$60,700.00	(\$22,467.96)	\$3,186.00

All other provisions of the lease remain in full force and effect.

DOVER ADULT LEARNING CENTER OF  
STRAFFORD COUNTY

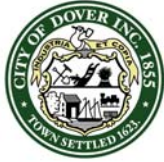
\_\_\_\_\_  
Duly authorized

\_\_\_\_\_  
Print name

CITY OF DOVER

\_\_\_\_\_  
J. Michael Joyal  
City Manager

\_\_\_\_\_  
Date



CITY OF DOVER

288 CENTRAL AVENUE  
DOVER, NH 03820  
WWW.CI.DOVER.NH.US  
603.516.6000

## ANNUAL AMENDMENT TO LEASE AGREEMENT

### MCONNELL CENTER

This is an amendment to the Lease Agreement entered into on the 15<sup>th</sup> day of March 2007 by and between MODIG'S INC located at 33 WATER STREET, EXETER, NEW HAMPSHIRE, 03833 formerly called the "TENANT" and hereinafter called "LESSEE" and The City of Dover, New Hampshire, of 288 Central Ave., Dover, County of Strafford and State of New Hampshire (formerly called the "LANDLORD" and hereinafter referred to as "LESSOR").

NOW COME, the parties who hereby agree to amend as follows:

The terms of the lease agreement require an annual adjustment to the Operations/Maintenance component of the total rent charges.

The parties agree for the time period of JULY 1, 2008 to JUNE 30, 2009 to adjust the TOTAL RENT by adjusting the Operations/Maintenance component of the total rent as stated in the following chart:

MODIG'S INC. 849 Sq ft

Component	Rate	Annual	Monthly
Fixed Rent	\$0.00	\$0.00	\$0.00
Capital Reserve	\$0.40	\$339.60	\$28.30
Utilities (*)	\$5.64	\$4,788.36	\$399.03
Other as agreed (rubbish)	\$0.40	\$339.60	\$28.30
Total Rent Assessment	\$6.44	\$5,467.56	\$455.63

All other provisions of the lease remain in full force and effect.

MODIG'S INC

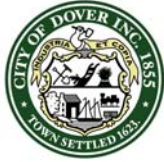
\_\_\_\_\_  
Duly authorized

\_\_\_\_\_  
Print name

CITY OF DOVER

\_\_\_\_\_  
J. Michael Joyal  
City Manager

\_\_\_\_\_  
Date



CITY OF DOVER

288 CENTRAL AVENUE  
DOVER, NH 03820  
WWW.CI.DOVER.NH.US  
603.516.6000

## ANNUAL AMENDMENT TO LEASE AGREEMENT

### MCONNELL CENTER

This is an amendment to the Lease Agreement entered into on the 25<sup>th</sup> day of May, 2006 by and between WENTWORTH DOUGLAS HOSPITAL located at 789 CENTRAL AVENUE NEW HAMPSHIRE, 03820 formerly called the "TENANT" and hereinafter called "LESSEE" and The City of Dover, New Hampshire, of 288 Central Ave., Dover, County of Strafford and State of New Hampshire (formerly called the "LANDLORD" and hereinafter referred to as "LESSOR").

NOW COME, the parties who hereby agree to amend as follows:

The terms of the lease agreement require an annual adjustment to the Operations/Maintenance component of the total rent charges.

The parties agree for the time period of JULY 1, 2008 to JUNE 30, 2009 to adjust the TOTAL RENT by adjusting the Operations/Maintenance component of the total rent as stated in the following chart:

WENTWORTH DOUGLASS HOSPITAL 1,462 Sq ft

Component	Rate	Annual	Monthly
Fixed Rent	\$6.50	\$9,503.00	\$791.92
Capital Reserve	\$0.40	\$584.80	\$48.73
Utilities (*)	\$5.64	\$8,245.68	\$687.14
Other as agreed	0	0	0
Total Rent Assessment	\$12.54	\$18,333.48	\$1,527.79

All other provisions of the lease remain in full force and effect.

WENTWORTH DOUGLAS HOSPITAL

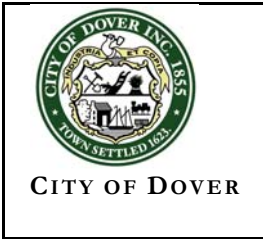
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Duly authorized

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Print name

CITY OF DOVER

\_\_\_\_\_  
J. Michael Joyal  
City Manager

\_\_\_\_\_  
Date



288 CENTRAL AVENUE  
DOVER, NH 03820  
WWW.CI.DOVER.NH.US  
603.516.6000

## ANNUAL AMENDMENT TO LEASE AGREEMENT

### MCONNELL CENTER

This is an amendment to the Lease Agreement entered into on the 24<sup>th</sup> day of August 2007 by and between EASTER SEALS NEW HAMPSHIRE located at 555 AUBURN STREET, MANCHESTER, NEW HAMPSHIRE 03103 formerly called the "TENANT" and hereinafter called "LESSEE" and The City of Dover, New Hampshire, of 288 Central Ave., Dover, County of Strafford and State of New Hampshire (formerly called the "LANDLORD" and hereinafter referred to as "LESSOR").

NOW COME, the parties who hereby agree to amend as follows:

The terms of the lease agreement require an annual adjustment to the Operations/Maintenance component of the total rent charges.

The parties agree for the time period of JULY 1, 2008 to JUNE 30, 2009 to adjust the TOTAL RENT by adjusting the Operations/Maintenance component of the total rent as stated in the following chart:

EASTER SEALS NH INC. 3,138 Sq ft

Component	Rate	Annual	Monthly
Fixed Rent	\$6.50	\$20,397.00	\$1,699.75
Capital Reserve	\$0.40	\$1,255.20	\$104.60
Utilities (*)	\$5.64	\$17,698.32	\$1,474.86
Other as agreed	0	0	0
Total Rent Assessment	\$12.54	\$39,350.52	\$3,279.21

All other provisions of the lease remain in full force and effect.

EASTER SEALS NEW HAMPSHIRE

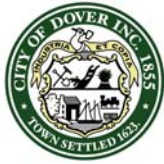
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Duly authorized

\_\_\_\_\_  
Print name

CITY OF DOVER

\_\_\_\_\_  
J. Michael Joyal  
City Manager

\_\_\_\_\_  
Date



CITY OF DOVER

288 CENTRAL AVENUE  
DOVER, NH 03820  
WWW.CI.DOVER.NH.US  
603.516.6000

## ANNUAL AMENDMENT TO LEASE AGREEMENT

### MCONNELL CENTER

This is an amendment to the Lease Agreement entered into on the \_\_\_ day of \_\_\_, \_\_\_\_ by and between DOVER SCHOOL DISTRICT SAU #11 located at 288 CENTRAL AVENUE, DOVER, NEW HAMPSHIRE, 03820 formerly called the "TENANT" and hereinafter called "LESSEE" and The City of Dover, New Hampshire, of 288 Central Ave., Dover, County of Strafford and State of New Hampshire (formerly called the "LANDLORD" and hereinafter referred to as "LESSOR").

NOW COME, the parties who hereby agree to amend as follows:

The terms of the lease agreement require an annual adjustment to the Operations/Maintenance component of the total rent charges.

The parties agree for the time period of JULY 1, 2008 to JUNE 30, 2009 to adjust the TOTAL RENT by adjusting the Operations/Maintenance component of the total rent as stated in the following chart:

DOVER SCHOOL DISTRICT SAU 11    5562 Sq ft

Component	Rate	Annual	Monthly
Fixed Rent	\$0.00	\$0.00	\$0.00
Capital Reserve	\$0.00	\$0.00	\$0.00
Utilities (*)	\$5.64	\$31,369.68	\$2,614.14
Other as agreed	\$0.00	\$0.00	\$0.00
Total Rent Assessment	\$5.64	\$31,369.68	\$2,614.14

All other provisions of the lease remain in full force and effect.

DOVER SCHOOL DISTRICT, SAU #11

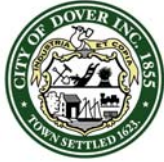
\_\_\_\_\_  
Duly authorized

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Print name

CITY OF DOVER

\_\_\_\_\_  
J. Michael Joyal

\_\_\_\_\_  
Date



CITY OF DOVER

288 CENTRAL AVENUE  
DOVER, NH 03820  
WWW.CI.DOVER.NH.US  
603.516.6000

**City Manager**

LEASE AGREEMENT - ADDENDUM

This is an addendum to the Lease Agreement is entered into on the **24th** day of **August, 2007** by and between the Easter Seals New Hampshire, Inc. a New Hampshire voluntary corporation; located at 555 Auburn Street Manchester, NH 03103, hereinafter called "TENANT" and The City of Dover, New Hampshire, of 288 Central Ave., Dover, County of Strafford and State of New Hampshire (hereinafter referred to as "LANDLORD").

**WITNESSETH:**

All provisions of the agreement of December 16, 2006 remain in full force and effect **WITH THE FOLLOWING AMENDMENT TO THE AMOUNT OF SPACE AND RENT CALCULATION:**

**1. Description and Term.**

Beginning on **September 1, 2007**, TENANT's lease shall include an additional **291** square feet more particularly identified on the McConnell Center Plans dated February 6<sup>th</sup>, 2006 as room **309**.

The remainder of the first year's rental charge shall be based upon space allocation of **3138** square feet and calculated using the following components:

<u>Component</u>	<u>Rate</u>	<u>Assessment</u>	
		<u>Annual</u>	<u>Monthly</u>
Fixed Rent	<b>\$6.50</b>	<b>\$20,397.00</b>	<b>\$1,699.75</b>
Capital Reserve	<b>\$0.40</b>	<b>\$1,255.00</b>	<b>\$104.60</b>
Operation/Maintenance (*)	<b>\$4.00</b>	<b>\$12,552.00</b>	<b>\$1,046.00</b>
Other as agreed	<b>0</b>	<b>0</b>	<b>0</b>
Total Rent Assessment	<b>\$10.90</b>	<b>\$34,204.00</b>	<b>\$2,850.35</b>

The fixed Rent and Capital Reserve components of the monthly rent will remain at the rates shown above for the entire term of the lease. LANDLORD reserves the right to increase these rates when the lease is renewed and must state its intention to do so in writing upon receipt of a renewal request.

(\*) O/M costs are variable based upon actual costs as outlined in section 2.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Lease agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Easter Seals New Hampshire, Inc  
By: Elin Treanor  
Duly Authorized

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

LEASE AGREEMENT - ADDENDUM

The City of Dover,  
By J. Michael Joyal,  
Duly Authorized

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

## LEASE AGREEMENT

**THIS LEASE** made this 1st day of July, 2008, by and between Strafford County Community Action Program of \_\_\_\_\_ and \_\_\_\_\_, Dover, New Hampshire 03820 (hereinafter referred to as “LESSEE”), and The City of Dover, New Hampshire, of 288 Central Ave., Dover, County of Strafford and State of New Hampshire (hereinafter referred to as “LESSOR”).

### WITNESSETH:

That IN CONSIDERATION of the mutual promises contained herein, and FOR OTHER GOOD AND VALUABLE CONSIDERATION contained herein, the sufficiency of which is hereby acknowledged, in compliance with that certain Letter of Intent between LESSEE and LESSOR dated \_\_\_\_\_, 200\_\_, the parties agree as follows:

#### 1. Description and Term.

That the LESSOR does hereby demise and lease to the LESSEE the space within the City’s McConnell Center located at 30 St. Thomas Street, Dover, NH, which space is intended to contain 939 square feet and more particularly identified on the McConnell Center Plans dated February 6<sup>th</sup>, 2006 as room 333.

In conjunction with the use of the Space, LESSEE shall have the right to use **Three (3)** parking spaces for its employees in the adjacent City Parking lot to the rear of the Public Library during LESSEE’s normal operations between the hours of 8 am and 4 pm Monday through Friday. Additionally, visitor spaces are available in a parking lot created adjacent to the building on St. Thomas Street. It is agreed the spaces will not be reserved and used on a first come first served basis with no signage designating spaces to the LESSEE. The parking spaces may be subject to relocation within the entire parking lot at the sole discretion of the City of Dover.

The term of LESSEE’s Lease shall be for **five (5)** years beginning on **July 1, 2008**. There shall be an option to renew for three(3) additional five (5) year terms at the LESSEE’S request pursuant to Paragraph 7. Each additional term shall be separately negotiated.

Monthly rent shall be paid the first of each month to the City of Dover. Your first year’s rent charges are based upon space allocation of **939** square feet and calculated using the following components:

<u>Component</u>	<u>Rate</u>	<u>Assessment</u>	
		<u>Annual</u>	<u>Monthly</u>
Fixed Rent	<b>\$6.50</b>	<b>\$6,103.50</b>	<b>\$508.63</b>
Capital Reserve	<b>\$0.40</b>	<b>\$375.60</b>	<b>\$31.30</b>
Utilities (*)	<b>\$5.64</b>	<b>\$5,295.96</b>	<b>\$441.33</b>
Other as agreed	<b>0</b>	<b>0</b>	<b>0</b>
Total Rent Assessment	<b>\$12.54</b>	<b>\$11,775.06</b>	<b>\$981.26</b>

(\*) Utility costs are variable based upon actual costs as outlined in section 2.

## LEASE AGREEMENT

### **2. Utilities and Maintenance.**

The LESSEE shall be responsible for payment of all operations and maintenance costs associated with the Space, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs of this lease is established at \$5,64/sf. Thereafter these costs shall be revised annually and prorated per square foot based upon the previous years actual cost of operating and maintaining the building. The total square footage of leased space is 54,081 square feet. The annual revision of operation and maintenance costs shall occur in February and take effect the following July 1<sup>st</sup>.

### **3. Condition of Premises.**

The LESSOR leases the Space "as is". LESSEE shall be solely responsible for all associated costs for desired original and future build out of the Space; and plans for such build out must be reviewed for potential approval by LESSOR. LESSEE shall be solely responsible for insuring all improvements and contents of the Space, and shall name LESSOR as an additional insured. .

LESSOR shall, at its own expense, maintain and keep the building in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures and equipment. In addition, LESSOR shall, at its own expense, make normal repairs and maintain performance of the leased Premises, as needed, including, without limitation, the replacement of broken glass, interior repainting, the repair of floors, and the keeping of windows and doors watertight. LESSOR shall also, at its expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and other utility systems. All items herein mentioned shall be maintained in as good order and repair as they are at the date of the commencement of the term of this lease, reasonable wear and damage by accident, fire or other insured against casualty excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Premises prior to occupancy.

LESSOR agrees to maintain the Premises in condition fit for their intended use and to make all necessary repairs of which LESSOR is aware, including adequate heat and water, and a sound physical structure. Furthermore, LESSOR will maintain the grounds and remove the common area rubbish, and maintain and keep reasonably free from snow and ice the parking areas, sidewalks and entrances/exits to building.

### **4. Access to Premises.**

The LESSOR shall also have the right to enter upon the premises at all reasonable times to inspect same and to expel the LESSEE if the LESSEE shall fail to comply with or breach in any way this Lease. The LESSOR shall provide the LESSEE with reasonable notice of any inspections of or visits to the premises.

## LEASE AGREEMENT

### **5. Unavoidable Casualty and Eminent Domain.**

In the event of an unavoidable casualty including fire not arising as a result of the negligence or intentional conduct of the LESSEE whereby the premises or any portion of them are destroyed or damaged so as to be unfit for use or occupancy, the LESSOR specifically reserves the option of terminating this Lease. However, that in the event of total destruction or damage which is equivalent of total destruction, this Lease shall automatically terminate.

In the event these premises shall be taken either under threat of eminent domain or by eminent domain proceedings in whole then this Lease shall be terminated and the rent shall be pro-rated and returned to the LESSEE as of the date of such taking. A condemnation award shall belong exclusively to the LESSOR.

### **6. Use.**

The LESSEE shall only use the Space in compliance with the City's McConnell Center Reuse Steering Committee Report dated December 2004, and all applicable amendments thereto, all applicable City ordinances, rules and regulations. Additionally, the Space shall be used for non-profit purposes only. No residential use shall be permitted.

### **7. Renewal of Lease.**

At least sixty (60) days but no earlier than one hundred twenty (120) days prior to the expiration of the initial term of this Lease or the expiration of an additional term, the LESSEE shall notify the LESSOR in writing of the LESSEE's intention to exercise its option to extend the term of the Lease for an additional period and seek to continue its Lease upon such terms and conditions as the parties may then agree.

### **8. Subletting and Assignment.**

LESSEE shall neither sublet nor assign the Space or the associated parking spaces under any circumstances without prior written consent by the LESSOR.

### **9. Personal Property.**

In the event that at the end of the term or upon any earlier termination of this Lease, including, but not limited to, termination for failure of the LESSEE to perform as required hereunder, there remains personal property of the LESSEE in the Space, the LESSOR is authorized to dispose of said property after giving written notice of its intent to do so to the LESSEE at the last known address of the LESSEE.

## LEASE AGREEMENT

### 10. **Default/Early Termination.**

In the event the LESSEE fails to perform its obligations under this Lease, this Lease is defaulted and the LESSOR is entitled to immediate occupation and possession of the Space and the associated parking spaces. If the LESSEE shall default in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed, under or by virtue of any provisions of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expenses of the LESSEE. If the LESSOR makes any expenditure or incurs any obligations for payment in connection therewith including, but not limited to, attorney's fees, such sums paid or obligations incurred shall be paid to the LESSOR as additional rent. In the event that there is damage to the Space due to the LESSEE's actions or inactions, or the LESSEE fails to make any utility payments when due, the Lease may be immediately terminated at the option of the LESSOR.

Both the LESSEE and the LESSOR shall be bound to give a 6 month vacancy notice if the terms of the Lease are to be broken by either party.

### 11. **Indemnification.**

LESSEE agrees to pay, and to protect, defend, indemnify and save harmless LESSOR from and against any and all liabilities, losses, damages, costs, expenses, including all reasonable attorney's fees and expenses, causes of action, suits, claims, demands or judgments of any nature whatsoever arising from:

- (i) any injury to, or the death of, any person or any damage to property or to the Space;
- (ii) any act or omission of LESSEE or its agents, officers or employees;
- (iii) violation by LESSEE of any agreement or condition of this Lease; or
- (iv) violation by LESSEE of any law, ordinance or regulation affecting the Space or any part thereof or the ownership, occupancy or thereof.

### 12. **Insurance.**

Casualty and property insurance shall continue to be maintained on the subject property by the LESSOR. LESSEE shall procure and maintain in force, at its expense, during the term of this lease agreement, and any extensions of such term, liability and property damage insurance for the LESSEE's leased space to be considered primary coverage. LESSOR has no obligation for any loss to personal property. Proof of insurance shall be supplied to the LESSOR at the time of occupancy. The City of Dover shall be listed as 'Additional Insured' on the policy and proof of insurance certificate.

### 13. **Liens and Encumbrances.**

LESSEE will not create or allow any lien, encumbrance or charge on the LESSEE Space or on the McConnell Center or on the rents or income there from which may be superior to the LESSOR's rights hereunder.

## LEASE AGREEMENT

### 14. **Parties Bound.**

This Lease and its addendums is binding upon the heirs, executors, administrators and assigns of the parties hereto and constitutes the entire agreement between the parties.

### 15. **Notice.**

All notices by either party to be given with respect to this Lease shall be in writing and shall be given by first class mail to the addresses stated above.

### 16. **Modification of Lease.**

This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the both parties.

### 17. **Section Headings.**

The section headings throughout this instrument are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify or amplify, or aid in the interpretation, construction or meaning of the provisions of the Lease Agreement.

### 18. **Severability.**

Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not effect the validity, legality or enforceability of such provision in any other instance or the validity, legality or enforceability of any other provision of this Agreement.

### 19. **Laws Governing.**

The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease and determine all rights hereunder.

### 20. **Security Deposit.**

Upon execution of this Lease, LESSEE deposits with LESSOR \$0, as security for the performance by LESSEE of the terms of this Lease to be returned to LESSEE, with interest, following the full and faithful performance by LESSEE of this Lease. In the event of damage to the House caused by LESSEE or LESSEE 's agents or visitors, LESSOR may use funds from the deposit to repair, but is not limited to this fund and LESSEE remains liable.

### 21. **Merger.**

This Lease contains all terms and conditions agreed upon by the parties hereto and not other agreements or representations, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist, provided, however, that any subsequent modifications or agreements affecting this Lease shall be in writing and signed by the parties hereto.

LEASE AGREEMENT

22. Amendment.

This Lease amends and supersedes in its entirety the lease entered into by the Parties on \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease agreement this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

LESSEE [print name and name of signator]  
Duly Authorized

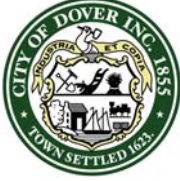
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

The City of Dover,  
By J. Michael Joyal,  
Duly Authorized

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.1.

Resolution Number: **R – 2008.10.22 - 164**  
Resolution Re: COMCAST FRANCHISE FEE

WHEREAS: The City of Dover entered into a ten (10) year Franchise Renewal Agreement with Comcast in November 2007 for cable services for Dover citizens;

WHEREAS: The Franchise Renewal Agreement provides for a Franchise Fee to be paid by Comcast to the City of Dover.

WHEREAS: The Franchise Fee is a percentage of the Gross Annual Revenues of Comcast and is funded by an additional monthly charge in the bills of individual citizens;

WHEREAS: Dover citizens have received monthly bills exceeding the 3% fee provided for in the Franchise Renewal Agreement contrary to the representation during the approval process that the fee would not exceed 3% for the calendar year 2008.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

- (1) The City Manager is directed to further investigate the implementation of the cable franchise fee; and
- (2) The City Manager is authorized to re-negotiate, if necessary, the Franchise Renewal Agreement to accomplish the goal of establishing a 3% ceiling to the additional monthly amount charged to Dover citizens relating to the franchise fee for the remaining portion of 2008, if possible, and a 2.75% ceiling for the remaining term of the agreement.

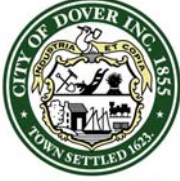
### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Scott Myers

Approved as to Legal Form: Allan B. Krans, Sr.  
City Attorney

Recorded by: Karen Lavertu  
City Clerk



CITY OF DOVER

# CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.1.

Resolution Number: **R – 2008.10.22 - 164**  
Resolution Re: COMCAST FRANCHISE FEE

## DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

## DOCUMENT ACTIONS:

<b>VOTING RECORD</b>		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.1.

Resolution Number: **R – 2008.10.22 - 164**  
Resolution Re: COMCAST FRANCHISE FEE

### RESOLUTION BACKGROUND MATERIAL:

In November, 2007, the City of Dover entered into a ten (10) year agreement with Comcast for cable services for the citizens of Dover. The Franchise Renewal Agreement provided for a franchise fee to be paid by Comcast to the City of Dover.

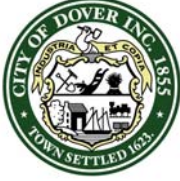
The franchise fee is calculated by a formula based upon a percentage of Comcast's Gross Annual Revenues. The franchise fee is 3% of the Gross Annual Revenues starting with the inception of the agreement to the end of calendar year 2008. Thereafter, the franchise fee is 2.75% of the Gross Annual Revenues.

Federal law allows Comcast to pay the franchise fees to the City with monies received from customers based on franchise fee charges billed to individual customers on monthly bills.

Gross Annual Revenues is a defined term of the agreement. The definition includes revenues generated by Comcast based upon use of the home shopping channel and advertising.

As the result of the definition of Gross Annual Revenues in the agreement, Dover citizens have received monthly bills with charges for franchise fees in excess of 3%.

The purpose of this resolution is to limit the monthly charges to Dover citizens for franchise fees to 3% until the end of 2008, if possible, and 2.75% thereafter for the term of the agreement with Comcast.



CITY OF DOVER

# CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.2.

Resolution Number: **R - 2008.10.22 - 165**  
Resolution Re: Collective Bargaining Agreement DPFOA

WHEREAS: The City of Dover and representatives of the Dover Professional Fire Officers Association, IAFF - Local #2909, have been involved in negotiations for a collective bargaining agreement to supersede the Agreement which expired on June 30, 2008; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:  
The Council accepts the tentative agreement and the City Manager is hereby directed to execute a three (3) year Collective Bargaining Agreement between the City of Dover and the Dover Professional Fire Officers Association, IAFF - Local #2909.

## AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Scott Myers  
By request

Approved as to Legal Form: Allan B. Krans, Sr.  
City Attorney

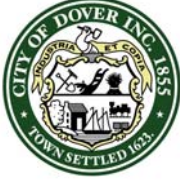
Recorded by: Karen Lavertu  
City Clerk

## DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

## DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		



CITY OF DOVER

# CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.2.

Resolution Number: **R - 2008.10.22 - 165**  
Resolution Re: Collective Bargaining Agreement DPFOA

## RESOLUTION BACKGROUND MATERIAL:

The City participated in negotiations with the Dover Professional Fire Officers Association, IAFF – Local #2909. Discussions started on November 8, 2007 bringing the contract to this point.

The summary of costs is as follows:

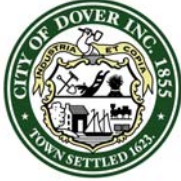
### *City of Dover*

#### Summary of Change - DPFOA Tentative Agreement Cost Summary

##### Summary By Union

<b>FY09 - Estimate</b>		<b>Change from FY09 Budget</b>	
	\$1,606,060	(\$262)	-0.02%
<b>FY10 - Estimate</b>		<b>Change from FY09 Estimate</b>	
	\$1,647,511	\$41,451	2.58%
<b>FY11 - Estimate</b>		<b>Change from FY10 Estimate</b>	
	\$1,680,843	\$33,332	2.02%
<b>Total DPFOA Increase</b>		<b>\$4,934,414</b>	

Other estimated potential liability associated with NHRS 125% Rule \$711,994



CITY OF DOVER

# CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.3.

Resolution Number: **R - 2008.10.22 - 166**  
Resolution Re: Collective Bargaining Agreement IAFF

WHEREAS: The City of Dover and representatives of the International Association of Firefighters, IAFF - Local #1312, have been involved in negotiations for a collective bargaining agreement to supersede the Agreement which expired on June 30, 2008; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:  
The Council accepts the tentative agreement and the City Manager is hereby directed to execute a three (3) year Collective Bargaining Agreement between the City of Dover and the International Association of Firefighters, IAFF - Local #1312.

## AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Scott Myers  
By request

Approved as to Legal Form: Allan B. Krans, Sr.  
City Attorney

Recorded by: Karen Lavertu  
City Clerk

## DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

## DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		



CITY OF DOVER

# CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.3.

Resolution Number: **R - 2008.10.22 - 166**  
Resolution Re: Collective Bargaining Agreement IAFF

## RESOLUTION BACKGROUND MATERIAL:

The City participated in negotiations with the International Association of Firefighters, IAFF – Local #1312. Discussions started on November 8, 2007 bringing the contract to this point.

The summary of costs is as follows:

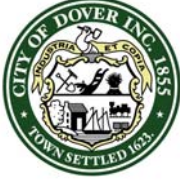
### *City of Dover*

#### Summary of Change - IAFF Tentative Agreement Cost Summary

##### Summary By Union

<b>FY09 - Estimate</b>		<b>Change from FY09 Budget</b>	
	\$3,418,116	\$2,913	0.09%
<b>FY10 - Estimate</b>		<b>Change from FY09 Estimate</b>	
	\$3,516,385	\$98,269	2.87%
<b>FY11 - Estimate</b>		<b>Change from FY10 Estimate</b>	
	\$3,602,750	\$86,365	2.46%
<b>Total IAFF Increase</b>		<b>\$10,537,251</b>	

Other estimated potential liability associated with NHRS 125% Rule \$379,729



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.4.

Resolution Number: **R – 2008.10.22 - 167**  
Resolution Re: Public Arts Acquisition Process

WHEREAS: The City of Dover would benefit from a Public Art Acquisition Process for all artwork to be accepted by the city, either into City buildings or on City property.

WHEREAS: The Arts Commission would like to advise to the Council that the City of Dover needs a Public Art Acquisition Process.

WHEREAS: The Arts Commission has drafted a Public Arts Acquisition Process as part of its rules to establish a process for evaluating artwork.

WHEREAS: A visual arts inventory for public artwork would benefit the City of Dover when considering history, value, and insurance purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The attached Public Art Acquisition and Management Process is hereby adopted by the Dover City Council as part of the Rules of the Dover Arts Commission.

AND, FURTHER BE IT RESOLVED;

An 'Artwork and Sculpture List' shall be completed by the Dover Arts Commission that contains all visual collections (and their locations and pertinent information) currently the property of the City of Dover. This list shall be maintained by the Arts Commission for reference and insurance purposes.

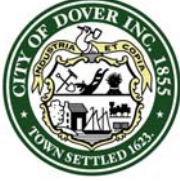
### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Scott Myers  
By request

Approved as to Legal Form: Allan B. Krans, Sr.  
City Attorney

Recorded by: Karen Lavertu  
City Clerk



CITY OF DOVER

# CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.4.

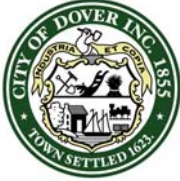
Resolution Number: **R – 2008.10.22 - 167**  
Resolution Re: Public Arts Acquisition Process

## DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

## DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, Ward 4		
Councilor Robert Carrier, Ward 1		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.4.

Resolution Number: **R – 2008.10.22 - 167**  
Resolution Re: Public Arts Acquisition Process

### RESOLUTION BACKGROUND MATERIAL:

In August of 2007, a representative from the Tommy Makem Family came to the Arts Commission and gave a presentation on a statue that they will be offering to the city in a year or so. This statue, whatever its location, design and it's final appearance will be, is still in the works and planned for sometime in 2009.

In September, 2007 the Economic Development Officer from the City of Portsmouth visited the Arts Commission (hereafter, "the committee") to discuss systems in place in Portsmouth and how to help the arts support economic development in the communities.. The relationship between economic development and the promotion of the Arts was inspirationally defined and elaborated for us. Also discussion was made about needing a clear process for Artwork donated to Public City buildings or property, AND for the need for guidelines and regulations for Performing Artists and their permitting process.

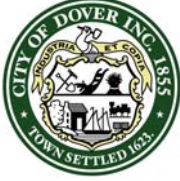
Shortly after this meeting, the committee was made aware of two projects that were soon to be on the City Council agenda for approval (The Joe Parks Riverwalk Public Gardens and Chestnut Hill Bridge Artwork). For both of these gifts to the City, the Arts Commission has given the City Council a positive recommendation to the Council.

It became apparent to the committee that a process was needed so that we would be more aware of what was about to be presented to the City Council, so that we would actually have time to schedule the item for review, thus allowing adequate time for recommendation/support of the project. These events prompted the committee to begin the creation of a process on arts acquisition and regulation of street artists and performers.

Over the past nine months, the committee has undertaken a process of researching arts acquisition policies from similar communities and existing documents for appropriate topics that pertain to the City of Dover. Once the research was complete, the committee began drafting a working document called the Dover Arts Protocol.

This September, the 4<sup>th</sup> Draft of the Dover Arts Protocol draft was reviewed by Alan Krans and Mayor Scott Myers. The recommendations made by Mr. Krans and the Mayor were drafted into the final Dover Arts Protocol.

Mayor Myer also recommended that the committees draft of the Dover Arts Protocol be divided into two separate documents. This made a lot of sense to the committee, as part A and part B of the Protocol really



CITY OF DOVER

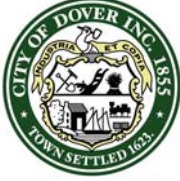
## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.4.

Resolution Number: **R – 2008.10.22 - 167**  
Resolution Re: Public Arts Acquisition Process

were so different and were intended to serve two different purposes. So the Protocol was divided into two documents. The first of which is now called:

1. The Public Art Acquisition Management Process, which is the attached document for the review and approval of the Dover City Council.
2. The Guidelines and Regulation for Street Performers and Street Artists. - which is still in development by the committee. And this will be a document that outlines what performers and artists need to know to apply for permits to perform or sell artwork on public property in Dover. We hope to have this document finalized and before the Council by January of 2009.



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.4.

Resolution Number: **R – 2008.10.22 - 167**  
Resolution Re: Public Arts Acquisition Process

### City of Dover, Public Art Acquisition and Management Process

- SECTIONS**
- 1. ADVISORY PROCESS**
  - 2. SELECTION CRITERIA**
  - 3. PLACEMENT OF WORKS OF ART**
  - 4. RE-SITING 'SITE SPECIFIC' WORKS OF ART**
  - 5. MAINTENANCE OF PUBLIC ART**

The Dover City Council recognizes the need for a advisory and criteria process through which all public artwork, both future or existing can given a recommendation by a public committee before being presented to the City Council for approval.

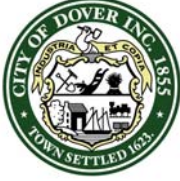
#### **SECTION 1. ADVISORY PROCESS**

- a. All purchased, donated or commissioned artwork must be presented for approval to the City Council by the Dover Arts Commission. The Arts Commission will act as an advisory board, giving recommendation to either to accept or not accept the work of art.
- b. The Arts Commission must see and examine each work of art before it is to be presented to the City Council. to accept it into the town collection. If physical examination is not practical, photographs with all explanation information on the work of art will be considered as an alternative.
- c. The Arts Commission will present for approval to the City Council any “estate bequests” left to the City of Dover.
- d. The Arts Commission will document the condition of each work of art being donated.
- e. The City shall not be bound to accept any gift with conditions placed upon the accepting of the work of art, i.e.: where or how to exhibit, how to frame or care for the work of art, etc.
- f. The Arts Commission will make recommendation on how to restore, house, or care for the work of art that has been acquired for the city’s collection.

#### **SECTION 2. SELECTION CRITERIA**

**--A. Criteria to be used for acquisition of artwork by either purchase or commission shall include:**

1. Historical Significance
  - 1) Context. The architectural, historical, geographical and/or sociocultural context of the site/artwork.
  - 2) Preference will be given to works of art created by a living or deceased artist who has a connection to Dover.



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.4.

Resolution Number: **R – 2008.10.22 - 167**  
Resolution Re: Public Arts Acquisition Process

- 3) Works with appraisal documents will be encouraged since the valuation is essential for insurance purposes.
  - 4) Works which because of their historical importance and or value, do not fit the above criteria
2. Content / Artistic Merit
- Content. Artwork must be appropriate (Section 1) and will be reviewed by the Arts Commission and submitted to the City Council for final approval.
  - Artistic quality. Strength of the concept, vision and craftsmanship of the artwork.
  - Media. All art forms including disciplines and media that are temporary and which survive only through documentation after the life of the piece has ended.
  - Diversity. Artwork that is diverse in style, scale, and media, and ranges from experimental to established art forms; also refers to artists from assorted backgrounds and ranges of experience.
  - Duplication. Artwork is unique and an edition of one or of a limited edition.
3. Feasibility
- Artist's ability to successfully complete the work as proposed based on experience, durability of materials, project budget, timeline, and city/county zoning/construction/design guidelines
  - If the condition of the proposed gift is such that it places an excessive cost burden on the city to house, restore, frame, or repair, the Arts Commission may recommend that the City decline the gift.
  - Longevity. The structural and surface soundness and inherent resistance to theft, vandalism, weathering, and excessive maintenance or repair costs.
  - Public Safety. Meets City building, electrical and other codes for safety.

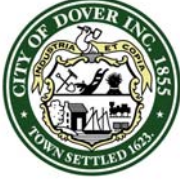
### --B. Public Art Murals

Additional criteria for recommending public art murals on public property include:

1. Durability. Requires a lifetime expectancy of 5 years.
2. Artistic merit. Demonstrated strength of artist's concept and craftsmanship as well as originality of proposed mural; appropriateness of scale to the wall upon which mural will be painted/attached and/or to the surrounding neighborhood; and architectural, geographical, sociocultural and/or historical relevance to the site scale.
3. Feasibility. Demonstrated ability to complete the proposed mural on time and within budget.

### SECTION 3. PLACEMENT OF WORKS OF ART

A. The location or placement of all purchased, donated, or commissioned artwork must be recommended by the Dover Arts Commission and approved by the City Council.



CITY OF DOVER

## CITY OF DOVER - RESOLUTION

Agenda Item#: 12.B.4.

Resolution Number: **R – 2008.10.22 - 167**  
Resolution Re: Public Arts Acquisition Process

### SECTION 4. RE-SITING 'SITE SPECIFIC' WORKS OF ART

**--A. The Arts Commission may recommend re-siting a site specific artwork for one or more of the following reasons:**

1. The condition or security of the artwork can no longer be reasonably guaranteed at its current site.
2. The artwork has become a danger to public safety in its current site.
3. The site has changed so that the artwork is no longer compatible as placed.

**--B. Once the Dover Arts Commission has determined that an artwork meets one or more of the above criteria, it initiates the following process:**

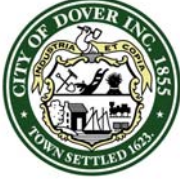
1. The Community Services Director, Department Head, or the Director of that Public Building, makes a good faith attempt to discuss re-siting with the artist.
2. If the artist agrees to the proposed re-siting, CS Director refers the recommendation to the Arts Commission for approval, as an advisory board to the City Council.
3. If the artist does not agree to the proposed re-siting, he/she has the right to prevent the use of his/her name as the author of the artwork.

**--C. Once this process is complete, the Dover Arts Commission recommends the proposed re-siting to the City for approval.**

### SECTION 5. MAINTENANCE OF PUBLIC ART

--A. The Community Services Director, or the Director of that Public Building, is responsible for the public art collections' documentation and management, as well as the care, handling and long-term maintenance.

--B Overall Arts Inventory of public art within all Dover City buildings and on Dover City property, Is to be maintained by the Arts Commission.



CITY OF DOVER

## CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.1.

Ordinance Number:  
Ordinance Title: **O – 2008.10.22 - 17**  
Chapter: Chapter 166, Vehicles and Traffic

The City of Dover Ordains:

### 1. PURPOSE

The purpose of this ordinance is to amend Chapter 166 of the Revised Code of the City of Dover, 1983, entitled Vehicles and Traffic, by repealing the language in its entirety in 166-5C (Commercial Vehicle Travel Restricted) and 166-53, Schedule F (Commercial Vehicle Travel Restricted) and by replacing the language of both sections in their entirety with the language in the amendment below.

### 2. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” is hereby amended by replacing language in its entirety in Section 166-5(C), “Commercial Vehicle Travel Restricted” and Section 166-53, “Schedule F – Commercial Vehicle Travel Restricted”, as follows:

## 166-5 Travel Restrictions

### C. Commercial Vehicle Travel Restricted

#### Section 1. General

- a) No vehicle with a gross vehicle weight rating of 26,000 pounds (26 K GVWR) or higher shall utilize any City street for travel in or through the City, unless said street has been designated as a commercial vehicle route. However, said vehicles are permitted to travel on City streets for the purpose of delivering or receiving goods and services to a specific, identifiable destination. If travel on a restricted street is necessary for the purpose of delivering or receiving goods or services, vehicles shall exit a commercial vehicle route at the intersection nearest to the end destination in order to minimize the use of restricted streets. If originating from a restricted street, vehicles shall proceed to the nearest intersecting commercial vehicle route.
- b) No vehicle with a United States Federal Highway Administration (FHWA) Classification 8 through 13 shall be permitted on the streets listed in Section 166-53, Schedule F, unless the vehicle is making a delivery or pickup on that particular street.

#### Section 2. Designated commercial vehicle routes;

- (a) All State numbered routes and non-numbered state-maintained roadways are designated commercial vehicle routes in the City of Dover. Vehicles with a gross vehicle weight rating of 26,000 pounds (26 K GVWR) or higher shall be



CITY OF DOVER

## CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.1.

Ordinance Number:  
Ordinance Title: **O – 2008.10.22 - 17**  
Chapter: Chapter 166, Vehicles and Traffic

permitted to utilize these designated commercial vehicle routes as a means of travel through the City of Dover.

- (b) In addition to all State numbered routes and non-numbered state maintained roadways, certain City streets shall be designated as commercial vehicle routes. As of the date of passage of this ordinance, these streets include:

Oak Street	From Atlantic Avenue to Portland Avenue
Stark Avenue	Entire length
Jeness Street	Entire length
Indian Brook Drive	From Sixth Street to NH 16
Sixth Street	From Central Avenue to Rochester city line

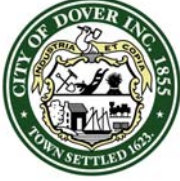
- (c) Commercial vehicle routes shall be designated by signage in accordance with the Manual on Uniform Traffic Control Devices, latest edition, applicable laws and safety policies.
- (d) Permanent revisions to the designated commercial vehicle routes in (b) above shall be presented to the Transportation Advisory Commission by written petition. The Transportation Advisory Commission may require a traffic study and other supporting evidence to consider the petition. TAC shall provide a recommendation to the City Manager or his designee. The City Manager or designee shall post a current list of designated commercial vehicle routes in the office of the City Clerk, Community Services, and the Police Department.
- (e) The City Manager, upon the recommendation of the Community Services Director, may designate temporary, specific construction/haul routes over non-commercial vehicle routes for specific projects with appropriate time limitations on the temporary designation.

### Section 3. Exceptions.

This ordinance shall not apply to any police, fire, ambulance or other public safety vehicle; or to vehicles owned or operated by the City. Additionally, this ordinance shall not apply to any heating system delivery vehicle, school bus, or public transit bus.

### Section 4. Enforcement.

This Ordinance shall be enforced by the Police Chief, his designees or other sworn law enforcement officer(s).



CITY OF DOVER

# CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.1.

Ordinance Number:  
Ordinance Title: **O – 2008.10.22 - 17**  
Chapter: Chapter 166, Vehicles and Traffic

## Section 5. Violations and penalties.

Violations of 166-5C shall be punishable by the imposition of a \$150.00 citation for the first offense. Repeat offenders may be punished by the imposition of citations up to \$250.00 for each offense.

### 166-53 Schedule F: Commercial Vehicle Travel Restricted

In accordance with 166-5(C), no vehicle with a United States Federal Highway Administration (FHWA) Classification 8 through 13 shall be permitted on the following streets, unless making a delivery or pickup on that particular street:

**STREET:**

**LOCATION:**

Columbus Avenue  
Watson Road  
Whittier Street  
Tolend Road  
Glenhill Road  
Washington Street  
Arch Street  
Sixth Street

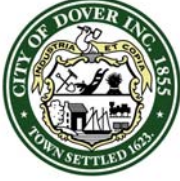
From Tolend Road to Littleworth Road  
From County Farm Road to Tolend Road  
From Sixth Street to Washington Street  
From Glenhill Road to Washington Street  
From Tolend Road to Rochester city line  
From Tolend Road to Chestnut Street  
From Silver Street to Washington Street  
From Central Avenue to Indian Brook Drive

### 3. Effective Date.

This ordinance shall take effect on January 1, 2009.

### RECOMMENDATION

The City Manager recommends that this Ordinance be adopted.



CITY OF DOVER

## CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.1.

Ordinance Number:  
Ordinance Title: **O – 2008.10.22 - 17**  
Chapter: Chapter 166, Vehicles and Traffic

### AUTHORIZATION

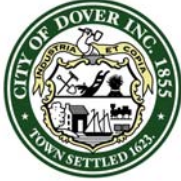
Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Councilor Karen Weston  
Transportation Advisory  
Commission

Approved as to Legal Form: Allan B. Krans, Sr.  
City Attorney

Recorded by: Karen Lavertu  
City Clerk





CITY OF DOVER

## CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.1.

Ordinance Number:  
Ordinance Title: **O – 2008.10.22 - 17**  
Chapter: Chapter 166, Vehicles and Traffic

### ORDINANCE BACKGROUND MATERIAL:

This ordinance revision has been recommended by the Transportation Advisory Commission.

The City of Dover has determined that it is necessary to restrict heavy commercial vehicle traffic on certain roadways within the municipal boundaries of the City of Dover in order to protect the public safety and general well-being of its citizens and to preserve its local street and highway infrastructure. The City of Dover is constituted by a majority of residential zoning districts and streets, thereby creating roadways primarily used to connect those residential areas and for residential purposes. Additionally, those residential streets are also occupied by children at play and general pedestrian traffic. The City finds that these residential areas are not suited or safe for large and heavy commercial through-vehicular traffic. Furthermore, the City finds it an imminent danger to the children and citizens within these residential areas to have large and heavy commercial vehicles utilizing such streets as thoroughfares or cut through roadways especially when the origin and/or destination of the vehicle is not on said roadways or within the boundary of the City of Dover.

Many of the streets within the City are not constructed in width or otherwise to adequately and sufficiently withstand the weight of heavy commercial vehicles, and use by such vehicles has caused and will cause significant and premature damage to the integrity of the City's roadway system. It is thereby necessary to restrict the usage of the roadways to protect and preserve the integrity of the City's roadways.

The present roadway system within the City limits includes certain roadways, defined as Class II and III Highways, that are adequately constructed, intended and designed for large and heavy commercial vehicles and that provide for travel and connectivity in east/west and north/south directions so that such vehicles can and should utilize those roadways, pursuant to exceptions for City vehicles, school buses, public transit and fuel delivery vehicles, in lieu of the other City roadways for the protection and preservation of the public safety and general well being of our citizens.

Dover Code Chapter 166-53 provides a restriction on through commercial vehicle traffic on a number of City streets. It defines commercial vehicles as those over 26,000 pounds gross weight. City vehicles, fuel delivery vehicles, public transit vehicles, school buses and student transportation carriers are exempt. Commercial vehicles making a delivery or pickup on the street, or to a side street that cannot be accessed by any other means, are also exempt. Contractors of the City, or other private contractors, must follow this ordinance but may apply for temporary exemption of a specific construction/haul route over non-designated truck routes. The City Manager may grant temporary exemptions upon the recommendation of the Community Services Director.

Many residents of the City have complained about the volume, size and speed of commercial traffic on these streets. The absence of sidewalks in some areas poses potential safety hazards where pedestrians and trucks are attempting to share the road. Some of the complaints also involve the additional structural burden placed on these local roadways by the heavy vehicles.

A truck travel route through Dover, using some local roads, provides a shorter distance, fewer tolls and less chance of being subjected to weigh stations for a number of trucking companies with destinations from Maine to points west and south of the Spaulding Turnpike is currently being utilized. This ordinance change



CITY OF DOVER

## CITY OF DOVER - ORDINANCE

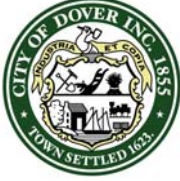
Agenda Item#: 12.C.1.

Ordinance Number:  
Ordinance Title: **O – 2008.10.22 - 17**  
Chapter: Chapter 166, Vehicles and Traffic

clarifies for trucking firms exactly which roadways are appropriate and legal for through truck trips in the City.

NH RSA 231:191 provides:

**“The governing body of a municipality may establish maximum weight limits, seasonal or otherwise, which are more restrictive than the limits set forth in RSA 266:17-26, for any class IV, V, or VI highway or portion of such highway, when the highway agent determines that such highway requires postings to prevent unreasonable damage or extraordinary municipal expense. Such posting shall be in accordance with currently acceptable practices and technology.”**



CITY OF DOVER

## CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.2.

Ordinance Number:  
Ordinance Title: **O – 2008.10.22 - 18**  
Chapter: Chapter 137, Political Expenditures and Contributions

The City of Dover Ordains:

**1. PURPOSE**

The purpose of this ordinance is to amend Chapter 137, entitled “Political Expenditures and Contributions” of the Code of the City of Dover, 1983.

**2. AMENDMENT**

Chapter 137 entitled “Political Expenditures and Contributions” is hereby amended by revising the entire Chapter as attached.

**3. TAKES EFFECT**

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

### AUTHORIZATION

Approved as to Funding: Daniel R. Lynch  
Finance Director

Sponsored by: Mayor Scott Myers  
By Request

Approved as to Legal Form: Allan B. Krans, Sr.  
City Attorney

Recorded by: Karen Lavertu  
City Clerk



CITY OF DOVER

# CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.2.

Ordinance Number:  
Ordinance Title: **O – 2008.10.22 - 18**  
Chapter: Chapter 137, Political Expenditures and Contributions

## DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

## DOCUMENT ACTIONS:

<b>VOTING RECORD</b>		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor*	n/a	n/a
Councilor, Ward 1 - Vacancy		
Councilor Douglas DeDe, Ward 2		
Councilor David Scott, Ward 3		
Councilor Dean Trefethen, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Richard Callaghan, Ward 6		
Councilor Steven McCusker, At Large		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does   does not pass.		
* Deputy Mayor not elected at time of vote.		



CITY OF DOVER

# CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.2.

Ordinance Number:  
Ordinance Title: **O – 2008.10.22 - 18**  
Chapter: Chapter 137, Political Expenditures and Contributions

## ORDINANCE BACKGROUND MATERIAL:

### POLITICAL CONTRIBUTIONS AND EXPENDITURES

#### Chapter 137

- 137-1. Definitions.
- 137-2. Reporting political contributions and expenditures; ~~limitations.~~
- ~~137-3. Solicitation restricted.~~
- 137-3. Political expenditures; limitations; ~~reports required.~~
- ~~137-5. Complaints; investigations.~~
- ~~137-6. Proceedings in Superior Court.~~
- 137-4. Violations and penalties.

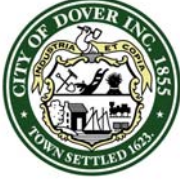
[HISTORY: Adopted by the City Council of the City of Dover 12-14-77\*. Amendments noted where applicable.]

#### 137-1. Definitions.

As used in this chapter, the following terms shall have the **following** meanings: ~~indicated:~~

- (A) "Candidate" shall mean any person for whom votes are sought in an election.
- (B) "Contribution" shall mean any payment, gift or loan to a candidate or political committee made for the purpose of influencing the election of any candidate. Contributions shall include the use of any thing of value, but shall not include the services of volunteers who receive no compensation.
- (C) "Committee" shall mean any organization of ~~one (1)~~ **two (2)** or more persons acting in behalf of a candidate for the purpose of promoting the success or defeat of any candidate.
- (D) "Election" shall mean any ~~general biennial~~ election **for to the City Council Council or School Board, or other elective municipal office** ~~Committee~~ in the City of Dover.

~~THING OF VALUE – Does not include services of volunteers who receive no pay therefor.~~



CITY OF DOVER

## CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.2.

Ordinance Number:  
Ordinance Title: **O – 2008.10.22 - 18**  
Chapter: Chapter 137, Political Expenditures and Contributions

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**\*Editor's Note: Provisions of this chapter are derived from Ch. 7 of the former Code, adopted 12-14-77.**

### **137-2. Reporting political contributions and expenditures; ~~limitations.~~**

No gifts, payment or contributions of money or thing of value, whether tangible or intangible, shall be made to a candidate or a committee organized in behalf of a candidate, directly or indirectly, for the purpose of promoting the success or defeat of any candidate:

~~A. [Repealed 08-20-03 by Ord. No. 11-2003]~~

~~B. By any partnership as such or by any partner acting in behalf of such partnership.~~

~~C. By any labor union or group of labor unions or by any officer, director, executive, agent or employee acting in behalf of such union or group of unions or by any officer, director, executive agent or employee acting in behalf of such organization.~~

~~D. By any person employed in the classified service of the city.~~

~~E. By any person: [Added 08-20-03 by Ord. No. 11-2003]~~

~~(1) If in excess of two hundred fifty dollars (\$250.) in value, except for contributions made by a candidate on behalf of his own candidacy.~~

~~(2) If made anonymously or under a name not that of donor.~~

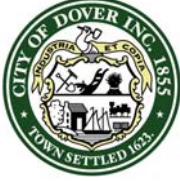
~~(3) If made in the guise of a loan.~~

~~(4) If in any manner concealed.~~

~~(5) If made without the knowledge and written consent of the candidate or his committee, a committee or its treasurer or not to any one (1) of the same.~~

**(A) Each candidate and each committee shall file with the City Clerk an itemized, signed and sworn statement disclosing contributions and expenditures ten (10) days preceding an election reflecting the current status of contributions and expenditures as of the date of filing. A final up-to-date itemized, signed and sworn disclosure of contributions and expenditures shall be filed by all candidates and every committee within ten (10) days after an election.**

**(B) Compliance with this section shall be a qualification for office. No candidate shall assume his or her office until all disclosure statements are filed.**



CITY OF DOVER

## CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.2.

Ordinance Number:  
Ordinance Title: **O – 2008.10.22 - 18**  
Chapter: Chapter 137, Political Expenditures and Contributions

### 137-3. Solicitation restricted.

~~No candidate or his committee thereof nor any other person shall solicit or accept any contribution: prohibited by 137-2.~~

### 137-3. Political expenditures; limitations; ~~reports required.~~

No expenditure, contract therefor or use of a contribution of money or thing of value, tangible or intangible, shall be made for the purpose of promoting the success or defeat of any person:

~~A. By a candidate or in his behalf, a sum not to exceed that amount determined in the following manner: A candidate for the office of Ward Councilman or Ward School Board member, fifty cents (\$0.50) for each voter in the respective ward as shown on the checklist of the ward for the last municipal election; a candidate for the office of Mayor, Councilman at Large or School Board member at large, one dollar (\$1.00) for each voter as shown on the checklists of the city for the last municipal election. In determining whether a candidate has exceeded the sum fixed in this subsection, no account shall be taken of the following items: The candidate's filing fee or his expenditures for personal travel and subsistence expenses. The sums fixed in this subsection shall include all expenditures, contracts therefor and use of contributions of money or things of value, tangible or intangible, by a candidate or by others, including committees, in his behalf and with his knowledge during the period of time he or others in his behalf and with his knowledge seek votes for him to and including the date of election, and the sums fixed in this subsection shall also include as expenditures any payments, distributions, loans, advances, deposits or gifts of money and shall include any contracts, promises or agreements, whether or not legally enforceable, to make expenditures by a candidate or by others, including committees, in his behalf for the same period of time. [Amended 08-20-03 by Ord. No. 11-2003]~~

A. By a committee without the knowledge and written consent of the candidate.

~~C. By or on behalf of any candidate for advertising space in the printed programs for meetings or conventions of business organizations, labor organizations, agricultural organizations, veterans' organizations, religious organizations, fraternal organizations, lodges, secret societies, clubs, schools, fairs or similar groups.~~

B. By a committee, unless the committee files, with the City Clerk, a statement of the purpose for which the committee is organized and a statement of the name and address of its chairman, treasurer and other officers. The statements shall be filed not later than sixty (60) days prior to election. A member of the committee shall not do any act **on behalf of the committee** as a ~~committeeman~~ to promote the success or defeat of a candidate, until the statements required by this subsection are filed. A committee to promote the election of a candidate may not be organized within sixty (60) days of an election.



CITY OF DOVER

## CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.2.

Ordinance Number:  
Ordinance Title: **O – 2008.10.22 - 18**  
Chapter: Chapter 137, Political Expenditures and Contributions

~~E. Each candidate who, or a committee in behalf of a candidate, which has expended a sum in excess of one hundred dollars (\$100.) shall, not later than 12:00 noon Monday, the day prior to the election, file with the City Clerk an itemized statement signed and sworn by him and his committee's treasurer, showing each of the receipts with full names and post office addresses of the contributors in alphabetical order, with the amount of the contribution and the amount of each expenditure or contracts calling for expenditures with the full name and address of person, corporations, committees or to whomever paid or to be paid in alphabetical order, with a specific nature and amount of each expenditure since the date of the last election.~~

### ~~137-5. Complaints; investigations.~~

~~Any person voted for at an election for any office or any voter may make complaint, in writing, to the City Attorney of any violation of any of the provisions of this chapter.~~

~~A. Upon receipt of such complaint, it shall be the duty of the City Attorney or some other representative to investigate the complaint, and, if sufficient cause for a prosecution is found, to prosecute to final judgement.~~

~~B. It shall be the duty of the City Attorney to examine the returns of elections receipts and expenditures which are made to the City Clerk and to compel such returns be made to comply with the law. In the exercise of his powers and duties under this chapter, the City Attorney is authorized to require the appearance of individuals and to secure testimony and evidence by use of a subpoena duces tecum.~~

### ~~137-6. Proceedings in Superior Court.~~

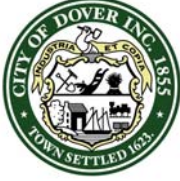
~~Any person who alleges that any of the provisions of this chapter relating to the election have been violated by or in behalf of a candidate with his knowledge and consent may, not later than the third Tuesday following said election, bring a proceeding in equity in the Strafford County Superior Court against the candidate alleged to have violated said provisions in such manner. To this proceeding, the City Clerk shall be made a party defendant, the Superior Court shall hear such proceedings and make final decision thereof, and, if the court shall find that the defendant has thus violated any of such provisions, a decree shall be entered disqualifying the defendant from taking office, and the vacancy thereby caused shall be filled as provided by law.~~

### ~~137-4. Violations and penalties.~~

~~A. No candidate shall be entitled to the nomination or election until the sworn itemized statements required to be filed by him or in his behalf have been filed as hereinbefore required.~~

~~B. Any person who violates any provision of this chapter shall be fined not more than one hundred dollars (\$100.).~~

**(A) Failure of any candidate or member of a committee to comply with the provisions of this ordinance shall be a violation under New Hampshire law. Failure of the candidate to file**



CITY OF DOVER

## CITY OF DOVER - ORDINANCE

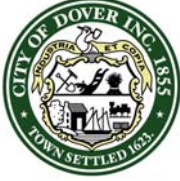
Agenda Item#: 12.C.2.

Ordinance Number:

Ordinance Title: **O – 2008.10.22 - 18**

Chapter: Chapter 137, Political Expenditures and Contributions

**on a continuing basis after notice of a violation of this ordinance shall constitute a continuing offense resulting in daily violations and daily fines until the disclosure statement is properly filed.**



CITY OF DOVER

## CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.2.

Ordinance Number:  
Ordinance Title: **O – 2008.10.22 - 18**  
Chapter: Chapter 137, Political Expenditures and Contributions

### POLITICAL CONTRIBUTIONS AND EXPENDITURES

#### Chapter 137

- 137-1. Definitions.
- 137-2. Reporting political contributions and expenditures;
- 137-3. Political expenditures; limitations;
- 137-4. Violations and penalties.

[HISTORY: Adopted by the City Council of the City of Dover 12-14-77\*. Amendments noted where applicable.]

#### 137-1. Definitions.

As used in this chapter, the following terms shall have the following meanings:

- A. “Candidate” shall mean any person for whom votes are sought in an election.
- B. (B) “Contribution” shall mean any payment, gift or loan to a candidate or political committee made for the purpose of influencing the election of any candidate. Contributions shall include the use of any thing of value, but shall not include the services of volunteers who receive no compensation.
- C. (C) “Committee” shall mean any organization of two (2) or more persons acting in behalf of a candidate for the purpose of promoting the success or defeat of any candidate.
- D. (D) “Election” shall mean any election to the City Council, School Board, or other elective municipal office in the City of Dover.

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\*Editor's Note: Provisions of this chapter are derived from Ch. 7 of the former Code, adopted 12-14-77.



CITY OF DOVER

## CITY OF DOVER - ORDINANCE

Agenda Item#: 12.C.2.

Ordinance Number:  
Ordinance Title: **O – 2008.10.22 - 18**  
Chapter: Chapter 137, Political Expenditures and Contributions

### 137-2. Reporting political contributions and expenditures;-

- A. Each candidate and each committee shall file with the City Clerk an itemized, signed and sworn statement disclosing contributions and expenditures ten (10) days preceding an election reflecting the current status of contributions and expenditures as of the date of filing. A final up-to-date itemized, signed and sworn disclosure of contributions and expenditures shall be filed by all candidates and every committee within ten (10) days after an election.
- B. Compliance with this section shall be a qualification for office. No candidate shall assume his or her office until all disclosure statements are filed.

### 137-3. Political expenditures, limitations;

No expenditure, contract therefor or use of a contribution of money or thing of value, tangible or intangible, shall be made for the purpose of promoting the success or defeat of any person:

- A. By a committee without the knowledge and written consent of the candidate;
- B. By a committee, unless the committee files, with the City Clerk, a statement of the purpose for which the committee is organized and a statement of the name and address of its chairman, treasurer and other officers. The statements shall be filed not later than sixty (60) days prior to election. A member of the committee shall not do any act on behalf of the committee to promote the success or defeat of a candidate, until the statements required by this subsection are filed. A committee to promote the election of a candidate may not be organized within sixty (60) days of an election.

### 137-4. Violations and penalties.

- A. Failure of any candidate or member of a committee to comply with the provisions of this ordinance shall be a violation under New Hampshire law. Failure of the candidate to file on a continuing basis after notice of a violation of this ordinance shall constitute a continuing offense resulting in daily violations and daily fines until the disclosure statement is properly filed.